

BEFORE THE ARBITRATION COMMITTEE

MICHAEL J. KNAPIK, et al.,	:	Case No. 69-722
Claimants,	:	
v.	:	
PENN CENTRAL,	:	
Carrier.	:	
	:	
	:	
	:	
ROBERT WATJEN, et al.,	:	Case No. 69-675
Claimants,	:	
v.	:	
PENN CENTRAL,	:	
Carrier.	:	
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	:	
	:	
DAVID C. BUNDY, et al.,	:	Case No. 69-947
Claimants,	:	
v.	:	
PENN CENTRAL,	:	
Carrier.	:	
	:	
	:	
	:	
G.V. SOPHNER, et al.,	:	Case No. 74-914
Claimants,	:	
v.	:	
PENN CENTRAL,	:	
Carrier.	:	

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CLAIMANTS' POST ARBITRATION BRIEF

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## I. INTRODUCTION

Claimants, employees of Defendant or its affiliates or successor, seek awards from this panel of damages to which they are entitled under the terms of the 1964 “Agreement for Protection of Employees in Event of Merger of Pennsylvania and New York Central Railroads” (“MPA”). At the time of the merger and for years thereafter the Defendant denied benefits to the Brakemen (Knapik group) and the Carmen (Sophner group) because, it contended, both groups were employed by the New York Central Railroad or its affiliate, the Cleveland Union Terminal (collectively, “Central”) and thus were not included in the merger.

The Brakemen/Knapik Claimants are entitled to recovery under the MPA Subsection 1(b). These workers were present employees in 1964 during the “base period.” Each of these employees marked up for work and were available for work. Under the terms of the MPA, they are each entitled to the benefits provided in that Agreement, specifically, the “wage” guarantee. Using the Defendant’s own documents and those of the United States Railroad Retirement Board (“RRB”), Dr. Rosen has calculated the damages to which each member of this group is entitled.

Similarly, the Carmen/Sophner Claimants are entitled to damages through application of the MPA subsection 1(b). Each of the members of this group was also a “present” employee during the “base period.” Because of the Defendant’s failure to provide the documentation that was required by the MPA, Dr. Rosen did not use Defendant’s documents to quantify damages. Instead, Dr. Rosen used the equally reliable and conservative records of the RRB to calculate damages.

The final group, *i.e.* the Watjen/Bundy Claimants were clerical employees of the Central. Each member of this group was also a “present” employee as the term is used in the MPA. Their jobs were eliminated after the merger. This group was precluded from exercising their seniority and therefore elected to take their “separation allowance” under the MPA. The Defendant refused to honor this request. This refusal violates the provisions of the MPA and has caused damage. To calculate damages, Dr. Rosen used the Defendant’s own data for three of the Claimants (Franz, Watjen and Feldscher) and the RRB records for the remaining members of this group (O’Neil, Wilger and Bundy).

In each instance, the Claimants fulfilled their commitments under the MPA and the Defendant has not. The testimony and documentary evidence presented to this panel shows that each Claimant is entitled to the damages detailed below. To make the Claimants whole, the award here must include actual damages, interest, attorney’s fees/costs and punitive damages.

## **II. FACTS**

### **A. Parties.**

The Claimants are thirty-two former employees of the Central. Claimants worked for Central’s subsidiary, the Cleveland Union Terminals, at various times from 1944 to 1978. Claimants’ Trial Exs. 8 and 46. Claimants are all considered “present employees” for purposes of the MPA. Cioffi, Tr. 619-620.<sup>1</sup> Claimants are generally classified into three groups: Knapik (brakemen),<sup>2</sup> Sophner (carmen)<sup>3</sup> and Watjen/Bundy (clerks).<sup>4</sup>

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<sup>1</sup>Panel Member Lansdowne: “Are you stipulating that all of these employees were present employees for purposes of the agreement?” Mr. M.L. Cioffi: “Yes. That was decided long ago by Judge Lambros. Yes.” In addition to Judge Lambros’ rulings, the ICC issued a decision in Pennsylvania Railroad Company merger New York Central Railroad Company 347 ICC 536 (1974) holding that employees of subsidiaries of the

The Defendant is Penn Central, a former railway carrier. Penn Central was created by the merger of the Pennsylvania Railway ("Pennsylvania") and the Central on February 1, 1968. Claimants' Trial Ex. 1. Penn Central was reorganized in 1978 and is now known as American Premier Underwriters.<sup>5</sup>

#### **B. The Merger Protection Agreement.**

The Pennsylvania, the Central, and their labor unions signed the MPA effective January 1, 1964. *Id.* At the time, huge changes were envisioned by the carriers in the operation of the merged company. Claimants' Trial Ex. 10. Penn Central's stated purpose in pursuing the merger was to maximize efficiency and to consolidate the operations of the two carriers. Claimants' Trial Exs. 12, p.4 and Ex. 13, p.131. The Chairman of the Pennsylvania specifically announced his intention to curtail or eliminate passenger service if the merger were approved by the Interstate Commerce Commission ("ICC") Claimants' Trial Ex. 13, p.131. These efficiencies would inevitably include furloughs, permanent layoffs, and displacement of jobs. The Unions knew that they had the power to block any merger that did not fully protect their then current members. Accordingly, the Unions negotiated, and the ICC required the MPA to protect all

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merged railroads were *ab initio* entitled to the protections of the MPA. Claimants' Trial Ex. 5 p. 548.

<sup>2</sup>The Claimants in the Brakemen/Knapik Group are: Acree, Benko, Day, Doran, Gastony, Gentile, Norris, Steimle, Tomczak, and Uher.

<sup>3</sup>The Claimants in the Carmen/Sophner Group are: Bilinsky, Crtalic, Foecking, Gallagher, Janke, Jarabeck, Kochenderfer, McLaughlin, McNeeley, Novotny, Opalk, Pentz, Schreiner, Scuba, Sophner, Sowinski.

<sup>4</sup>The Claimants in the Clerks/Watjen/Bundy Group are: Franz, O'Neil, Watjen, Wilger, Bundy, Feldscher.

<sup>5</sup> The successor to Penn Central Transportation Company was Penn Central Corp. ("PCC"). In 1994, PCC changed its name to American Premier Underwriters a wholly owned subsidiary of American Financial Group.

employees from loss of work after the consolidation of the railroads. *See*, 49 U.S.C. §5(2). The ICC was statutorily required to protect the interest of railroad employees. *Id.*

### **C. Structurally, The MPA Has Two Separate Guarantee Provisions.**

The MPA has five separately-numbered sections: §1 defines the guarantees for present employees; §2 allows the parties to re-open negotiations to extend these guarantees if the ICC requires Penn Central to acquire other railroads as a condition of the merger; §3 recites the authority of the labor unions to negotiate; §4 limits the guarantees to employees represented by the signatory labor unions; and §5 states the effective date as January 1, 1964. Additional definitions of the guarantees are contained in appendices to the MPA.

MPA §1 is the section that is most pertinent to this litigation. It contains two separate and distinct benefit clauses: Subsection 1(a) of the MPA incorporates the Washington Job Protection Agreement (“WJPA”) and extends its benefits to “all employees.” Subsection 1(b) creates new benefits which are “in addition” to the WJPA benefits and extends such benefits to “present employees.[sic]” Subsections 1 (c) – (e) require Penn Central to maintain its work force, assume executory contracts, and refer disputes to arbitration.

### **D. MPA Subsection 1(a) Incorporates The WJPA.**

The long-established labor standard in the railway industry was the 1936 WJPA. As a starting point for the MPA, the parties incorporated the WJPA as MPA Appendix A. MPA §1(a). Claimants’ Trial Ex. 1. (“Subsection 1(a)”) As written, the WJPA limited its benefits to only those employees displaced “**as a result of such coordination.**” WJPA §6. However, the MPA eliminated this language and expanded the protections more broadly. MPA §1(a) provides that:

[t]he provisions of the Washington Job Protection Agreement of 1936 . . . shall be applied for the protection of **all employees** of Pennsylvania and Central . . . who may be adversely affected with respect to their compensation, rules, working **conditions**, fringe benefits or rights and privileges . . . **incident to approval and effectuation of said merger.**

*Id.* (Emphasis added.) The MPA eliminated the language “as a result of such coordination” and replaced it with the phrase “incident to approval and effectuation of said merger.” Thus, Subsection 1(a) incorporates the WJPA, extends its provisions to “all employees” and permits claims to be brought thereunder. This type of claim would be a Subsection 1(a) claim.

**E. Subsection 1(b) Creates Benefits “In Addition To” Those in the WJPA.**

The MPA also allows “present employees” to bring claims under MPA §1(b). (“Subsection 1(b)”). The last sentence of Subsection 1(a) and the relevant portion of Subsection 1(b) state:

provided, however, **that in addition** to benefits set forth in the said Washington Job Protection Agreement, it is further agreed as follows:

(b) . . . **none of the present employees [sic] of either of these said carriers shall be deprived of employment or placed in a worse position** with respect to compensation, rules, working conditions, fringe benefits or rights and privileges pertaining thereto at any time during such employment.

*Id.* (Emphasis added.) This language expands the WJPA’s protections without limitation or reference to “caused by the merger” or “affected by the merger.” Subsection 1(b) simply says that “**none** of the present employees . . . shall be placed in a worse position.” There is no ambiguity in this language. By its plain meaning it is broader than the WJPA language.



Subsection 1(b) explicitly states that it is “in addition” to the “benefits” under the WJPA. This clause also differs from the WJPA in at least two respects. First, there is no limitation on the number of years of benefits. Subsection 1(b) applies “at any time during such employment.” In contrast, §6(a) of the WJPA limits benefits to five years.<sup>6</sup> Second, Subsection 1(b)’s additional benefits replace the WJPA’s requirement that workers must prove a causal connection. Instead, “in addition to the” WJPA’s protections, the MPA provides what is called “attrition” protection.<sup>7</sup>

In seeking approval of the merger, Penn Central represented to the ICC that the MPA’s expanded protection was superior to the protections in the WJPA.<sup>8</sup> The ICC, in

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<sup>6</sup> See also Claimants’ Trial Ex. 13, p. 222 where CEO Saunders compares the MPA’s 1964 lifetime benefits to the WJPA’s limited time frame.

<sup>7</sup> In the valuation proceedings regarding the sale of Penn Central and its subsidiary, the Erie Lackawanna Railroad, the Court recognized the distinction between protections limited to “causation” and “attrition protection.” The Court noted that Penn Central employees had attrition protection:

The most generous type of labor protection is “attrition protection,” which guarantees employment or its equivalent in wages and fringe benefits until an employee dies, retires, resigns, becomes disabled, or refuses to accept a bona fide job opening. The ELMPA [Erie Lackawanna MPA], the PCMPA [Penn Central MPA], and other agreements provided attrition protection for covered employees.

*In The Matter Of The Valuation Proceedings Under Sections 303(C) And 306 Of The Regional Rail Reorganization Act Of 1973*, 531 F.Supp. 1191, fn 136, (Sp.Ct.R.R.R.A., 1981.). See also, Claimants’ Trial Ex. 13, p. 222 in which Penn Central’s CEO Saunders described the MPA as an attrition agreement. Saunders also recognized that the MPA was different from the prior WJPA’s limited protection, because the MPA “protects these men not only against the loss of jobs by reason of merger but for any reason other than resignation, death or dismissal for cause – in other words, discipline. These men are protected for life subject to retirement, death, resignation or discipline, and they can’t lose their jobs for any reason. The only way we can do anything about this is when a man’s job is vacant; then we don’t have to fill it. We will get our merger savings that way, . . .” Claimants’ Trial Ex. 12, p.21.

<sup>8</sup> The ICC, in approving the merger, further held:

approving the merger, ratified the lack of causal relationship necessary to invoke the protective conditions:

It must be recognized that applicants [the Railroad] have agreed to certain benefits greater than we have heretofore required of any section 5 applicant, *e.g.*, the job-retention (attrition) and the limitations against reduction in force, which embrace protection from adverse effects **not causally connected** with the merger.” (Emphasis added.)

*Pennsylvania Railroad Company – Merger – New York Central Railroad Company*, 327 ICC 475, 545 (1966). The plain language of the MPA, as approved by the ICC,

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Disputes are to be arbitrated – **under a plan which we consider superior to that contained in the Washington Agreement**. Applicants [the Railroads] are willing to make the terms of the agreement available to all the employees whom we are required by law to consider in evaluating the proposed merger, including those not represented by the signatory unions.

Though they have in the past reduced the number of their employees by more than 50 percent over a ten-year period, the applicants,[the Railroads] under this agreement will not be free to reduce their work force unless business contracts by more than 5 percent in any 30-day period, in which event the work force may be reduced one percent for each one percent business decline in excess of the said 5 percent. If the plan of the merger successfully materializes, however, and company growth results, new and additional jobs will be created. This, along with normal attrition and the voluntary separation from employment of those who would rather not move to a new location, should enable the Transportation Company to maximize the proficient utilization of the retained work force.

The cost of protection provided by the agreement is estimated as \$78 ¼ million, of which practically all would be payable over the first 8 years.

*Pennsylvania Railroad Company – Merger – New York Central Railroad Company*, 327 ICC 475, 543-44 (1966). (Emphasis added.) Claimants’ Trial Ex. 5.

eliminated the WJPA's causation element. The ICC's order is part of the law of the case. It interprets the MPA and is conclusive as to the meaning of the labor protections required by the government before any merger could occur.

Subsection 1(b) claims are not limited to "adversely affected" employees, but extend to "present employees." In order to be covered by Subsection 1(b), a Claimant must only show that he was a "present employee," not that he was adversely affected.

The next paragraph of Subsection 1(b) defines "present employee." Penn Central has stipulated that all of the Claimants are "present employees." *See*, fn. 1, *supra*. Tr. 619-620. However, a "present employee" must still show two additional facts: that he was, in fact, "placed in a worse position with respect to compensation" and the amount of his damages. How are these two elements proven?

The third paragraph of Subsection 1(b) provides the answers to both questions. Subsection 1(b)'s third paragraph requires Penn Central to "furnish upon request, information specified in Appendix E to this Agreement."<sup>9</sup> Appendix E is the "*Memorandum of Understanding Re Employment Information to be Furnished Upon Request and Computations Respecting Compensation Due Operating Employees [sic] Under Agreement.*" MPA, Appx. E (Emphasis added.) Subsection 1(b) incorporates Appendix E to define the measure of damage for Subsection 1(b) claims. Using

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<sup>9</sup>Claimants requested but never received such information as early as 1970. *See*, Claimants' Trial Ex. 56, Interrogatories No. 43-45. Claimants again requested this information during the 1990 Arbitration. Instead of providing all information, Penn Central only provided the O'Neill letter which contained limited information regarding only the Knapik Plaintiffs. Claimants' Trial Ex. 29. Since the 1990 Arbitration, Claimants have repeatedly requested all information regarding all Claimants. Penn Central has not complied with this request.

Subsection 1(b)'s exact same phrase "placed in a worse position with respect to compensation," MPA Appendix E states that:

For purposes of determining **whether**, or to **what extent**, such an employe [sic] has been **placed in a worse position with respect to his compensation**, his total compensation, and total time paid for during the base period will be separately divided by twelve.

*Id.* (Emphasis added.) Appendix E defines "whether" an employee has been "placed in a worse position." This criteria of "placed in a worse position" is objectively defined as the difference between base period compensation and actual compensation.

Appendix E conspicuously deletes the WJPA's phrase "as a result of such coordination." *Cf.* WJPA §6(a). Also removed from Appendix E is any language limiting its benefits to "any month in which he performs work." *Cf.* WJPA §6(c). Appendix E further defines the "base period" as the twelve months prior to May, 1964, as adjusted for general wage increases. Appendix E creates a monthly guarantee amount by accounting for both time worked and wages paid.

**F. A Voluntary Absence May Reduce – But Does Not Eliminate – The Amount Of The Guarantee In Any Particular Month.**

Appendix E creates an offset only for high levels of voluntary absence. The employee "shall be paid the difference less any compensation for voluntary absences to the extent that he is not available for service equivalent to his average time paid for during the base period." Claimants' Trial Ex. 1 Appx. E, ¶3. The effect of a voluntary refusal to work is to reduce the amount of the guarantee – but only to the extent that these voluntary absences are greater than his average time paid. *Id.* Thus, any offset is limited and is subtracted from the guarantee. *Id.* The effect of a voluntary absence is that it reduces, but does not eliminate, the guarantee in any particular month. *Id.*

### **G. Appendix E Has A Savings Clause.**

Finally, the last paragraph of Appendix E preserves the benefits of the WJPA for anyone who is not otherwise covered by the superior benefits in Subsection 1(b):

Employees [sic] not entitled to preservation of employment but entitled to the benefits of the Washington Job Protection Agreement pursuant to Section 1(a) of the Protective Agreement shall be entitled to compensation computed in accordance with the provision of said Washington Job Protection Agreement.

MPA, Appx. E. Thus, if a worker is not protected by the MPA, these employees are still entitled to any benefits they would otherwise receive under the WJPA. For example, this savings clause would apply to workers of non-signatory unions as well as to workers hired after the merger date. The savings clause of Appendix E clarifies that it is not reducing any benefits that are otherwise owed under the WJPA. This clause amplifies the point that the benefits in Subsection 1(b) and Appendix E are separate from, and in addition to, any benefits under Subsection 1(a)'s incorporation of the WJPA.

### **H. Subsection 1(b) Creates An Affirmative Obligation By Penn Central To Provide The Information Required By Appendix E.**

As noted above, claims under Subsection 1(b) are linked to Appendix E by requiring that: "[t]he Carrier will furnish upon, request, information specified in Appendix E to this Agreement." MPA §1(b). If Appendix E's formula were irrelevant to benefits under Subsection 1(b), this obligation would not be included in Subsection 1(b) itself. Instead, the MPA recognizes that "present employees" will bring claims under Subsection 1(b), which will be measured by the terms of Appendix E. Thus, Penn Central is required to keep and produce all necessary records.<sup>10</sup>

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<sup>10</sup> When Claimants sent discovery requests in 1970, Penn Central admitted at that time it had possession and would produce personnel records. Claimants' Trial Ex. 56,

**I. For Years, Penn Central Has Interpreted And Applied The MPA Exactly The Way That Claimants Interpret It Today.**

The logic of the MPA was fairly simple: a claimant would file a claim for his benefits, and Penn Central would either pay the claim, or produce the evidence to adjust the amount as appropriate. The MPA was a practical solution to be implemented in a blue-collar workplace. Neither the unions nor the railroads intended that every time an employee was entitled to a guarantee that he would have to hire economists and accountants as expert witnesses. With hundreds of thousands of employees, each with monthly calculations, this would have been impossible. The MPA did not create such a situation.

**1. Penn Central's Standard Forms.**

Instead, the evidence shows that to comply with the MPA, Penn Central used a system of one-page claim forms by the employee. *See e.g.* Claimants' Trial Exs. 57-59. If there were any disputes regarding the numbers claimed by the employee and the railroad, Penn Central would specify the reason for the reduction and then produce the records needed to resolve the issue one way or the other. *Id.* At least until 1975, seven years after the merger, this was exactly what happened.

Penn Central used a standard form to administer MPA benefits. *See e.g.* Claimants' Trial Exs. 57-59. Exhibit 57 contains MPA Guarantee forms for H.J. Middleton. Penn Central's forms simply require the claimant to provide his name and identifying information (Part A); his base period guarantee (Part B1); total earnings for the month (Part B2), then subtract these figures to determine the adjustment claimed (Part

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Interrogatories 28-30. Since that time, Claimants have requested such records on numerous occasions and in subsequent rounds of litigation. Penn Central has failed to produce these records.

B3); then the claimant signed and certified that the information was correct. (Part B). See Exhibit 57. Any adjustments were made by Penn Central in Part C where Penn Central would produce information specifying any better-paying job (Part C(1)(c)) or other reasons. *Id.* In fact, in Part D, on the reverse of the form, it says “**This Side Of Form For Carrier Use Only**” and provides the place for the carrier to specify any higher paying jobs. Penn Central prohibited the Claimants from providing such data.

## **2. Payments For Months Of Complete Unemployment.**

In Mr. Middleton’s case, his forms show that he performed no work during the months claimed, yet he was paid his full guarantee. Ex. 57. Furthermore, in consecutive months of no work, Middleton was paid the same amount indicating that the test period was not a variable rolling period. *Id.* January – April (1972) pp. 1,3,4,7,9,10,11,13. Middleton was paid consistent with Subsection 1(b) and Appendix E.

Similarly, Mr. W.P. Predmore filed a claim form for January 1972, a month in which he claimed no work. Claimants’ Trial Ex. 58. In large letters, just below the box in the middle, there appears the notation: “(Had no compensation in January).” *Id.* Then, at the bottom left corner is written “OK to pay full guarantee minus offset.” *Id.* The last page of Exhibit 58 shows that the Railroad paid Predmore his January 1972 guarantee, less an offset of \$11.44, for a total payment of \$745.61. *Id.*

## **3. Reductions – Not Eliminations – For Voluntary Absences.**

Furthermore, when a worker was voluntarily absent, his guarantee was reduced but not eliminated. For example, in May 1975, Mr. P.V. Behnen applied for his guarantee and requested \$379.13. Claimants’ Trial Ex. 60. When he was eventually paid in August 1975, Penn Central reduced his payment by \$130.75 for days on which he

voluntarily laid off. *Id.* Behnen's guarantee was reduced, but not eliminated; he was ultimately paid \$232.55 under the MPA for May 1975. *Id.*

#### **4. Penn Central's Own Forms Confirm Claimants' Interpretation.**

Penn Central's own forms are instructive. First, there is no place on the form for "causation" or for any workers to submit an expert's opinion. The fact that MPA benefits were paid out for at least seven years after the merger even for a few hours of isolated time means that workers were not required to prove a causal link to an event in 1968. Second, benefits were paid during months in which no work was performed. Third, any voluntary absences were used as an offset, not as a forfeiture, to payment. Penn Central's course of performance is consistent with Subsection 1(b) and Appendix E. At least through 1975, employees were paid their MPA guarantees in the manner described by the Claimants.

Ultimately, Penn Central's course of performance proves the terms of the MPA. Penn Central paid out \$116.3 million in MPA benefits to workers from 1968 to 1972, during the course of its bankruptcy. *In the Matter of Valuation Proceedings Under Sections 303(c) and 306 of Regional Rail*, 531 F.Supp. 1191, fn. 176 (Sp. Ct. RRA 1981). If Penn Central could have avoided this payment simply by claiming that business had declined, or that the lack of work was caused by the merger, it would have done so. Paying out over \$100 million in the middle of the bankruptcy shows that the MPA was not interpreted by Penn Central, or its creditors (or the bankruptcy court), as allowing it to avoid these obligations simply as a result of lost business.



**J. The Decisions of Both The Sixth Circuit And The Surface Transportation Board Support The Claimants' Position And Defendants' Own Past Practice.**

This case has been reviewed by numerous tribunals. Each time, Penn Central has had a different excuse for refusing to pay benefits.

In 1968, Penn Central claimed that no benefits should be paid because the Claimants were not Central employees. Penn Central refused to recognize wage claims submitted by Claimants.<sup>11</sup> Claimants' Trial Ex. 34, Testimony of Ellert p. 78. Penn Central never asserted "lack of causation," "voluntary absences" or any other affirmative defense or avoidance. Penn Central's sole reason for denying these claims was its position that they were not "present employees." This position was rejected by the ICC, and later, by Judge Lambros. See Claimants' Trial Ex. 5, *Pennsylvania Railroad Company - Merger - New York Central Railroad Company* 347 ICC 536 (1974); Order of Judge Lambros, Claimants' Trial Ex. 4.

Only after being rejected by the ICC and Judge Lambros, did Penn Central next allege that some Claimants voluntarily refused work. This latest defense was rejected by the STB. The STB reviewed the denial of benefits to two separate groups – the *Augustus* Claimants who never returned to work and the *Knapik* Claimants,<sup>12</sup> all of whom returned to work after recall. The STB affirmed the denial of benefits to the *Augustus* Claimants. With regard to the *Knapik* Claimants, the STB held definitively that these Claimants in fact returned to work, suffered losses and that the prior arbitration panel had "erred

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<sup>11</sup> The STB rejected the Railroad's argument that claimants' failure to continue to file claims forms or failure to maintain them had any bearing on Claimants' entitlement to a guarantee. Claimants' Trial Ex. 7, p. 6. See also Claimants' Trial Ex. 34, Steimle Testimony of Steimle, p. 476, Testimony of Beedlow, pp. 255, 256.

<sup>12</sup> This designation is a misnomer because the claimant Knapik was part of the *Augustus* group, but he is the lead name in the caption of this case.

egregiously” in denying benefits to them. STB at 5, 7. The STB specifically rejected the causation argument of the carrier. *Id.* at 8.

The STB ordered that upon remand the arbitration panel should determine the amount of damages to which the Claimants are entitled, as offset by proof of such intervening factors as disability of the Claimants, or replacement income from other employers. These mitigating factors however “do not justify the denial of all compensation for all of the claimants.” *Id.* at 9. The current arbitration is the proceeding on remand ordered by the STB (and enforced by Judge Oliver). This panel is bound by the STB Order.

The Claimants appealed the STB’s denial of benefits to the *Augustus* Claimants to the Sixth Circuit. The Sixth Circuit never reviewed the STB’s factual findings regarding the *Knapik* Claimants. Instead, the Sixth Circuit reviewed only the cases of the *Augustus* Claimants. Unlike the *Knapik* Claimants, the *Augustus* Claimants never returned to work and had stipulated to that fact. The Sixth Circuit held that the *Augustus* Claimants could not be compensated for voluntary absences. It held that reporting to work was a condition to payment under the MPA when there was available work. Penn Central’s Trial Ex. 93, *Augustus* at 4. More specifically, the *Augustus* Court held, “section 1(b) of the MPA expressly required covered employees to accept **available** work in order to qualify for benefits.” (Emphasis added.) *Id.* If no work is available, this rule does not apply. Similarly, if they have already worked their average number of hours in the month (See Appendix E), their guarantee is not reduced.

The Sixth Circuit’s holding is consistent with: the STB’s decision, Appendix E, Penn Central’s past practice of offsetting benefits, and the Claimants’ interpretation. The

Sixth Circuit did not hold that a single voluntary absence is a “breach” of contract, which would forever forfeit all future guarantees. Here, all of the Knapik Claimants marked up for work, responded to call back notices and were accepted back to work by the Penn Central. The Sophner Claimants were never laid off *en masse* and worked on an ongoing basis (but with reduced income) for Penn Central. Under the rulings by the STB and the Sixth Circuit, the Claimants cannot recover for days they were voluntarily absent, if Penn Central can prove that work was available. However, Claimants “shall be paid” for the remainder of their guarantees. Appx. E.

### **III. LAW & ARGUMENT**

#### **A. Breach of Contract.**

To prove the existence of a contract, a party “must show the elements of mutual assent (generally, offer and acceptance) and consideration.” *CSX Transp., Inc. v. Occidental Chemical Corp.*, 65 Fed.Appx. 963, 966 2003 WL 21221986 (6th Cir. 2003) citing *Nilavar v. Osborn*, 127 Ohio App.3d 1, 711 N.E.2d 726, 732 (1998). Here, the MPA is a contract because it demonstrates the elements of offer, acceptance and consideration.

“Damages for a breach of contract are those which are the natural or probable consequence of the breach of contract or damages resulting from the breach that were within the contemplation of both parties at the time of the making of the contract.” *The Toledo Group, Inc. v. Benton Indus., Inc.*, 87 Ohio App.3d 798, 623 N.E.2d 205, 211 (1993). The measure of damages for breach of contract is “designed to secure for [the injured party] the benefit of the bargain that [it] made by awarding a sum of money that will place [it] in as good a position as [it] would have occupied had the contract[s] been performed.” 24 *Williston on Contracts* §64:2 (4th ed. 2002). Here, all the Claimants are

entitled to be placed in the same position that that they would have been in, if Penn Central had performed under the MPA.

**B. The Brakemen/Knapik Claimants Are Entitled To Their Guarantees Under MPA Subsection 1(b).**

**1. Entitled To A Guarantee.**

Pursuant to Subsection 1(b), the Brakemen/Knapik Claimants are entitled to guarantees under the MPA if they were “present employees” who received less in any month than during the equivalent month during the 1963-1964 base period, after adjusting for general wage increases. Claimants’ Trial Ex. 1, §(1)(b) & Appx. E.<sup>13</sup> Once Claimants establish their right to payment, such amounts may be reduced for time lost due to voluntary absences which are in excess of the average time worked during the base period. *Id.* All of the Brakemen/Knapik Claimants are “present employees.” *See also, supra* fn. 1.

**2. Determining Base Period Guarantee Amounts.**

In order to determine the base period amounts, the MPA, Subsection 1(b), requires Penn Central to produce, upon request, information required to calculate the guarantee amount under Appendix E. *See* discussion *supra* at fn. 9 and 10.<sup>14</sup> Adopting a very unusual strategy, Penn Central claims that, in breach of this provision of the MPA, it has not produced information relating to base period guarantees. Having failed to produce the required documents, Penn Central argues that Claimants’ case must fail

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<sup>13</sup> George Ellert, the former assistant to the manager of labor relations of the Penn Central testified that wage guarantees were intended to make Claimants whole. Claimants Trial Ex. 34 pp. 121 – 122.

<sup>14</sup> “An offer is the manifestation of willingness to enter into a bargain,” so that the offeree understands that his assent is invited and will conclude the contract. *Ford v. Tandy Transp., Inc.*, 86 Ohio App.3d 364, 620 N.E.2d 996, 1006 (1993). Acceptance is the “manifestation of assent” by the offeree. *Id.*

because there is no evidence. Thus, Penn Central's own contractual violation has become Penn Central's defense.

In fact, Penn Central has produced guarantee figures for the Brakemen/Knapik Claimants. These were submitted as Penn Central Trial Ex. Nos. 18-27. At the bottom left of each exhibit is the notation: "Guarantee" followed by the amount for the particular Claimant. *Id.* Similarly, Penn Central produced guarantee figures in the 1990 arbitration of this case. Claimants' Trial Ex. 29. Penn Central's appointed arbitrator, Mr. O'Neill, offered guaranty numbers into evidence on behalf of Penn Central. Now, Penn Central claims that the letter produced by its own prior arbitrator, Mr. O'Neill, is unreliable. *Id.* See, Tr. 480.<sup>15</sup>

In fact, the guarantee numbers in the O'Neill letter are the exact same numbers that are in Penn Central's trial exhibits that they have submitted in this arbitration:

**Penn Central Personnel Document Identical to Guarantee in O'Neill Letter**

<b>Name of Plaintiff</b>	<b>Monthly Guarantee Per Penn Central's Trial Ex.</b>	<b>Trial Ex. No.</b>	<b>Monthly Guarantee Per O'Neill Letter Claimants' Trial Exhibit No. 29</b>
Acree	\$717.30	18	\$717.30
Benko	\$758.56	19	\$758.56
Day	\$780.75	20	\$780.75
Doran	\$381.89	21	\$381.89
Gastony	\$604.10	22	\$604.10
Gentile	\$377.17	23	\$377.17
Norris	\$742.70	24	\$742.70
Steimle	\$280.22	25	\$280.22
Tomczak	\$835.74	26	\$835.74
Uher	\$703.03	27	\$703.03

<sup>15</sup> This Panel requested additional information regarding the genesis of the O'Neill Letter. This letter was produced by Penn Central in response to discovery requests by Claimants in the 1990 Arbitration. See, page two, paragraph three of the O'Neill letter, Claimants' Trial Ex. 29. In the 1990 Arbitration the Railroad offered into evidence the handwritten charts attached to the O'Neill letter. Claimants' Trial Ex. 34 pp. 128-130.

The O'Neill numbers are confirmed by Penn Central's own trial exhibits. In two different arbitrations, Penn Central has submitted the same guarantee numbers. Thus, for each Brakeman/Knapik Claimant, Dr. Rosen used Penn Central's own numbers.

The guarantee numbers as set forth in the O'Neill letter, and confirmed by Penn Central's Trial Exhibits, are based upon the 1963-1964 base period. Claimants' Trial Ex. 29. This is also consistent with Appendix E. These guarantees must be adjusted to reflect any general wage increases. MPA, Appx. E. These increases are shown in "Daily Rate of Pay for Yard Brakemen and Switch Tenders." Claimants' Trial Ex. 8, p.9. Accordingly, Dr. Rosen used the wage rates from the brakemen's union to determine the correct guarantee figures. *Id.*

**3. Using Official Records Of The U.S. Railroad Retirement Board, Dr. Rosen Determined the Amount Actually Paid to Claimants.**

Next, Dr. Rosen determined the amount of money actually paid to Claimants during the relevant period. *Id.* Rosen Report (for each claimant) at page 4. Penn Central failed to produce monthly data for the Claimants. Instead, Dr. Rosen relied upon the annual data provided by the RRB. The amounts earned by each individual are shown in the RRB records and used by Dr. Rosen. *See* Claimants' Trial Exs. 8, 9.

After determining each individual's base period guarantee amount, adjusting for general wage increases, and determining their actual wages, Dr. Rosen then measured the loss of income, if any, by comparing the guarantee figures with their actual income as established by the RRB. *Id.* Claimants' Trial Exs. 8 & 9. Dr. Rosen determined that each individual Claimant incurred damages as set forth below:

#### Determination of Displacement Allowance

Name of Plaintiff	Guarantee	Pension Benefit	Total Displacement Allowance Loss
Acree	\$9,681	\$875	\$10,556
Benko	\$108,822	\$14,288	\$123,110
Day	\$43,468	\$4,799	\$48,267
Doran	\$11,158	\$1,052	\$12,210
Gastony	\$15,110	\$1,522	\$16,632
Gentile	\$6,923	\$639	\$7,562
Norris	\$45,200	\$4,957	\$50,156
Steimle	\$3,239	\$301	\$3,540
Tomczak	\$47,230	\$5,437	\$52,667
Uher	\$21,538	\$2,022	\$23,560

Their loss of income placed the Claimants in a worse position thus, Penn Central violated the MPA. MPA, §1(b) & Appx. E. In each of these years, the Brakemen/Knapik Claimants were entitled to benefits under Subsection 1(b) in the amounts indicated.

#### **4. Although No Work Was Actually Available, Every Brakemen/Knapik Claimant Marked Up For Work.**

The Sixth Circuit held that Claimants could not be paid their guarantee if they were voluntarily absent when there was **available work**. *Augustus, supra.* at 4. At the time they were furloughed, Penn Central informed the Brakemen/Knapik Claimants that they may stand for work at the Central's freight yards. Claimants' Trial Ex. 15. "Standing for work" meant reporting to the facility and then waiting until the railroad called to inform the employee of a job. Knapik Testimony, Tr. 101, 140, McNabb Testimony, Tr. 282, and Verdi Testimony, Tr. 358. Employees were not required to report weekly or even monthly. Knapik Testimony, Tr. 102.

The STB, in distinguishing between the workers who did report for work and those who did not, held that **"the 10 former CUT employees who reported to the**

freight yard were Messrs. Acree, Benko, Day, Doran, Gastony, Gentile, Norris, Steimle, Tomczak and Uher.” *Pennsylvania Railroad Company, STB Finance Docket No. 21989*, fn. 4 (December 2, 1998)(reversing Arbitration panel for “egregious error” for denying benefits to 10 of 17 CUT employees). The records produced by Penn Central show that the railroad itself considered the Claimants to be on furlough until they were recalled. Claimants’ Trial Exs. 51, 46; *See also* Gallagher Testimony, Tr. 161.

However, because the Claimants were placed at the bottom of the seniority roster with new, September 10, 1964 seniority, they could mark-up for work but could not actually obtain work. Claimants’ Trial Ex. 34, Testimony of Beedlow, pp. 250 – 258. Being placed on the bottom of the freight yard roster meant, for example, that Claimant Steimle lost more than 400 places of seniority on the consolidated roster. Claimants’ Trial Ex. 16, compare pp. 2 - 5. When Steimle and other Claimants marked up, they marked up for non-existent jobs. Claimants’ Trial Ex. 34, Testimony of Steimle, pp. 467 – 469, Testimony of Beedlow, p. 269. Thus, although the Claimants were available – the jobs were not. There was simply no available work at the freight yard. Knapik Testimony, Tr. 124, 141, Gallagher Testimony, Tr. 164.

In May 1969, for the first time in fifteen months, some of the *Knapik* Claimants were called back to work.<sup>16</sup> Claimants’ Trial Ex. 17. Claimants’ Trial Ex. 34 Testimony of Beedlow p. 401. Within the requisite period for response to the recall notice, all of the remaining *Knapik* Claimants responded immediately and/or signed a letter saying that

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<sup>16</sup>Some other *Knapik* Claimants had enough seniority to bump into part time work and were already working and therefore were not part of this recall. Others marked up in the freight yard under protest. *See i.e.* Claimants Trial Ex. 18 Letter of June 30, 1968.



they were reporting to work under protest, and then reported for work. Claimants' Trial Ex. 18.

**5. Every Member of the Brakemen/Knapik Group, In Fact,  
Returned To Work.**

As noted above, each of these Claimants marked up, and was available for work. For months, however, no work was available for them. Additional proof that they were available for work is found in their time cards and RRB records, all of which show that they returned to work. Penn Central's own handwritten personnel records document that each of these claimants "accepted recall" or "returned to work". See Penn Central's Trial Exs. 18-27.

**Proof of Return to Work**

<b>Name of Claimant</b>	<b>Latest Date of Return To Work</b>	<b>PCC Ex. No.</b>	<b>Exhibit A, Bates No.</b>	<b>RRB Months Worked In 1969</b>
Acree	June 1969	18	3178-3180	3
Benko	June 13, 1969	19	3205-3207	7
Day	June 8, 1968	20	3255-3257	11
Doran	December 15, 1969	21	3277-3278	-
Gastony	June 30, 1968	22	3304-3305	12
Gentile	June 15, 1969	23	3334-3336	5
Norris	June 8, 1968	24	3349-3350	8
Steimle	"before Dec. 12, 1969"	25	3371-3373	5
Tomczak	December 15, 1969	26	3437-3439	3
Uher	"worked 1961-1971"	27	3492-3493	8

All three sources show that the Knapik Claimants, depending on their seniority, returned to work at varying times between June 1968 and December 1969. They may have "reported to work" much earlier than the dates on which Penn Central's records show that they were actually paid for work or performed work. Actual work would depend on their seniority and whether there was work to be obtained. These dates are the

latest possible dates. Thus, the STB was correct in determining that all remaining Claimants reported for work, and in fact, worked.

**6. Penn Central's Failure To Discharge Or Otherwise Discipline Claimants Verifies Fact That Claimants Reported To Work and Returned To Work.**

The way an employee knew about availability of work subsequent to the furlough was by receiving a phone call from the railroad dispatcher. Claimants' Trial Ex. 34, Testimony of Steimle p. 467, Knapik Testimony, Tr. 101, 105, 140, McNabb Testimony, Tr. 282, Verdi Testimony, Tr. 358. Failure by an employee to accept an available position resulted in disciplinary action and ultimately termination by the Railroad. Claimants' Trial Ex. 34, Testimony of Beedlow p. 254, Claimants' Trial Ex. 34, Testimony of Steimle p. 463, Knapik Testimony, Tr. 101, Gallagher Testimony, Tr. 201. There is no evidence that the Knapik Claimants were subjected to disciplinary proceedings. In fact, their names remained on the roster on furlough and available for recall. Claimants' Trial Exs. 7 and 51.

**7. Penn Central Must Prove That Work Was Available.**

Under the STB and the Sixth Circuit decisions, Penn Central can only offset its damages if it can show that Claimants turned down available work. For example, on Penn Central's standard MPA claim form, workers were prohibited from writing on the reverse side where the Carrier reserved for itself information about open available jobs that were rejected by the claimant. Claimants' Trial Exs. 57-60. Only Penn Central was permitted to indicate any dates of voluntary absences. Moreover, Subsection 1(b) and Appendix E required Penn Central to maintain and provide such records. Thus, Penn Central must show that there were available jobs. There has been no evidence of

available jobs.<sup>17</sup> In fact, the testimony is that even after marking up for work, jobs were not available. Claimants' Trial Ex. 34, Testimony of Beedlow p.253-257; Gallagher Testimony, Tr. 164.

**8. Penn Central Breached The MPA's Requirement That It Keep And Maintain Records.**

As noted above, Subsection 1(b) requires Penn Central to produce, "upon request, information specified in Appendix E." Penn Central wants to rely upon the MPA's offset for voluntary absences, but not produce the records it was supposed to keep. Penn Central cannot breach the MPA's record-keeping requirements and then turn around and claim that it is the Claimants who have failed to produce evidence of "availability for work."

The STB has already determined – as the law of this case – that Penn Central was required to maintain the records to administer the MPA system. As the STB noted "[b]ecause the carrier was litigating the issue of compensation, it was on notice to keep records of what forms were, or were not, submitted. Claimants had no duty to administer the compensation scheme and to act as record keepers for that purpose." *Id.* at 7. As the STB recognized, the point of Subsection 1(b)'s record-keeping requirement was to make Penn Central the repository of information needed to calculate guarantees so that such guarantees can be easily determined. Penn Central cannot erase either the record-keeping requirements of §1(b) or the findings of the STB.

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<sup>17</sup> The STB noted that the Railroad could have proven that work was available by offering, for example, a list of Claimants who readily found work at the freight terminal. STB Decision at 8, fn. 5. Penn Central failed to offer such evidence in 1990 and again in the current arbitration.

**9. At Best, Any Purported Non-Availability For Work Simply Reduces The Amount Of Damages But Does Not Eliminate Claimants' Continuing Rights to Guarantees.**

The MPA sets forth the required job guarantees to which the Claimants are entitled. Further, by reference to Appendix E, the MPA sets forth the formula to be used in calculating the value of the guarantees. The formula contained in Appendix E specifically contemplates a situation where an employee is voluntarily absent or otherwise not available. Specifically, this section states: “[i]f his compensation in his current position is less in any month . . . than his average base period compensation . . . he shall **be paid the difference less compensation for any time lost on account of voluntary absences to the extent that he is not available for service . . .**” Claimants’ Trial Ex. 1, Appx. E. The employee will still be paid, just not as much. Appendix E recognizes that unavailability for work is not an impediment to payment of the guarantees required by the MPA, but may be considered as a possible reduction in such guarantees. Payment is still required. Penn Central wants to delete this language of reduction, and rewrite the MPA so that after any voluntary absence the guarantee will be “eliminated,” not just diminished. This is a misinterpretation of the agreement.

**10. Dr. Rosen’s Report Significantly Underestimates The Damages Due To Plaintiffs Because It Makes Every Assumption In Favor Of Penn Central.**

At every opportunity, Dr. Rosen made assumptions that reduced Penn Central’s liability. First, he refused to find damages for any year in which the RRB records showed income in excess of the maximum reporting requirement. Dr. Rosen Testimony, Tr. 399, 400, 424. In these years, there could have been damages, but Dr. Rosen declined to estimate such damages. *Id.* Second, Dr. Rosen used annual data, not monthly data. *Id.* at 404. As a matter of mathematics, this process can only work in favor of Penn Central.

*Id.* at 406-408, 483. This is correct because on an annual basis, a surplus in one month can be used to reduce or eliminate damages in another month – even though damages would have been owed for that month. *Id.* Thus, if Mr. Acree were owed \$100 for January 1969, this obligation would be hidden by annual data if he earned \$100 more over the course of the entire year. In contrast, annual data would never work in favor of the Claimants. Third, Claimants are entitled to damages for all fringe benefits including health care, free transportation, and other benefits. *Id.* at 402, 408, 425. Dr. Rosen only calculated the impact on pension benefits. *Id.* at 402. All other benefits were excluded. *Id.* at 408. Dr. Rosen’s conservative approach works in favor of Penn Central in every instance.

**11. Penn Central’s Own Documents Show That The “Amount Owed” To the Knapik Claimants Exceeds the Estimates of Dr. Rosen.**

The extent to which Dr. Rosen’s conservative approach understates the Claimants’ injuries is significant. Penn Central has produced documents in which they applied their own understanding of the MPA to calculate damages for the Knapik Plaintiffs. These documents are attached as Exhibit A. No similar documents were produced for any of the other Claimants. These documents appear to have been prepared at the request of Mr. Ray Glenn. Claimants sought to depose Mr. Glenn but in discovery disputes before this panel Penn Central threatened to file ethical complaints against any attorney who contacted him based on Pennsylvania law.

Each document bears a Penn Central bates-stamp number. They appear to have been prepared initially in or around 1976 and updated in 1990, probably in preparation for the respective trial and arbitration conducted in those years. Each document has the name of the Claimant. Then, it has a very straightforward set of columns and

calculations. The first column indicates the year and month. The second column marked "PAID" indicates the amounts actually paid to the Claimant. The third column marked "Guarantee" indicates the amount of the monthly guarantee. The "Guarantee" amount does not reflect any changes based on general wage increases. It is always the same for every month for every year. The fourth column marked "Formula" is simply the difference between Column Two ("Paid") and Column Three ("Guarantee") (i.e.  $(\text{Paid}) - (\text{Guarantee}) = (\text{Formula})$ ). The last column is marked "MONEY OWED." This is the same amount as column three, except when the result in the formula column is negative. That is to say, in any month in which the formula is negative, the amount owed to the claimant is equal to zero. Then the annual totals are carried out into the last column and summed up at the end of each document.

It should be noted that even these numbers understate Penn Central's actual liability because they do not account for general wage increases and they do not include years after 1976. They are also additional proof that the Knapik plaintiffs returned to work. They also match the guarantee figures which are in Penn Central's own Trial Exs. 18-27 as well as in the O'Neill letter.

Just the difference created by using annual data, instead of monthly data, is significant. For example, for Christ Steimle, Penn Central's own estimate is consistently higher than Dr. Rosen's:

**Proof of Conservative Nature of Rosen's Damages**

<b>Year</b>	<b>Penn Central Est. Bates No. PCC03371-72</b>	<b>Rosen Estimate</b>	<b>Difference</b>
1968	\$3,082.42	\$1,684.46	\$1,397.96
1969	\$2,272.12	\$1,012.73	\$1,259.39
1970	\$1,003.10	-	\$1,003.10
1971	\$1,344.50	\$541.94	\$802.56
1972	\$542.14	-	\$542.14
1973	\$708.62	-	\$708.62
1974	\$525.48	-	\$525.48
Total	\$9,478.38	\$3,239.13	\$6,239.25

By using monthly data, Dr. Rosen's estimate (even after increasing the guarantee amount to account for general wage increases) was 34% of Penn Central's estimate. This disparity would grow even more after accounting for years in which Claimants earned more than the RRB maximum, fringe benefits, and interest.

Penn Central's own calculations are significant: They show that the base-period was set in 1963-1964, as described in Appendix E. They show that the WJPA calculations, and its terms, do not apply. Finally, Penn Central's own documents show that the Claimants' estimates are extremely conservative.

**C. The Carmen/Sophner Claimants Are Entitled To Their Guarantees.**

**1. Entitled To A Guarantee.**

As noted above, Claimants are entitled to guarantees under MPA Subsection 1(b) if they were "present employees" who after adjusting for general wage increases received less in any month than during the equivalent month in the 1963-1964 base period. Tr. Ex. 1, §(1)(b) & Appx. E. Once Claimants establish their right to payment, such amounts may be reduced for time lost due to voluntary absences which is in excess of the average

time worked during the base period. *Id.* Moreover, in order for Penn Central to impose such a reduction, there must be available work during such voluntary absences.

As stipulated by Penn Central, all of the Sophner Claimants are “present employees.” *See* fn.1, *supra*. The Sophner Claimants were Carmen who worked at both the CUT and the New York Central locations prior to the merger. Gallagher Testimony, Tr. 166-169. Unlike the *Knapik* Claimants there is no allegation that these sixteen Claimants failed to mark up for work. They all marked up but got less work as documented by their earnings in the RRB records. *Id.* at 164, 166-167, 174-175, 179.

## **2. Separate Breach for Failure To Provide Required Records.**

Subsection 1(b) of the MPA requires Penn Central to produce employment records “upon request.” Penn Central has failed to produce any wage records relating to the Sophner Claimants. As shown by the O’Neill letter, Penn Central had the records and the ability to compute the wage guarantees. Claimants’ Trial Ex. 29. Penn Central also had numerous personnel records. Penn Central Trial Exhibits 18 – 27. Penn Central’s failure to produce these records, as requested, constitutes a breach of Subsection 1(b).

Claimants have been damaged by this breach. At a minimum, Claimants were required to hire an expert to recreate the information which Penn Central was required to produce. The costs of Dr. Rosen should be paid by Penn Central.<sup>18</sup> Moreover, because of Penn Central’s breach, it should not be permitted to contest Dr. Rosen’s findings.

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<sup>18</sup> It is important to recognize that Claimants are entitled to an award of Dr. Rosen’s fees as damages. Claimants’ need to incur Rosen’s fees stemmed foreseeably from Penn Central’s refusal to produce the records. In all likelihood this case will be reviewed by other tribunals. If the Arbitration Panel does not indicate that Dr. Rosen’s fees constitute damages, the reviewing court(s) may decline to treat them as damages. Rosen’s fees might otherwise be characterized as “costs of litigation.” In this case, Dr. Rosen’s fees are damages, not simply litigation costs.



**3. Using Official Records of the U.S. Railroad Retirement Board, Dr. Rosen Determined The Annual Guarantees For Each Individual Claimant.**

Because Penn Central failed to provide the monthly records required by the MPA, Dr. Rosen was compelled to calculate each plaintiff's base period wages and guarantee amounts. Claimants' Trial Ex. 9, p. 4 (for each Claimant). Dr. Rosen was required to make these calculations using the best available evidence. Dr. Rosen used the official records of the RRB to reach the following conclusions regarding each Claimant's base period wages. Dr. Rosen Testimony, Tr. 413-414.

For each subsequent year, Dr. Rosen also adjusted the guarantee amount to reflect general wage increases for the Carmen. *Id.* at 9-12 (for each claimant). *See also* Claimants' Trial Ex. p. 42, 1-4.

**4. Using Official Records Of The U.S. Railroad Retirement Board, Dr. Rosen Calculated The Damages Suffered By Each Individual Claimant.**

Next, Dr. Rosen compared the guarantee amounts to the actual wages as reported in the official records of the RRB. Dr. Rosen Testimony, Tr. 421-422. In each year where there was a difference, Dr. Rosen determined the amount of the damages. *Id.* at 423. As noted above, Dr. Rosen adopted a conservative approach and made every assumption in favor of Penn Central. *Id.* at 424-425. He then added these annual damage amounts. *Id.* Based upon this methodology, Dr. Rosen calculated the following amounts:

### Determination of Displacement Allowance

Name of Plaintiff	Guarantee	Pension Benefit	Total Displacement Allowance Loss
Bilinsky, William	\$2,072	\$221	\$2,293
Crtalic, Joseph	\$2,675	\$285	\$2,960
Foecking, Paul	\$11,959	\$1,808	\$13,767
Gallagher, John F.	\$2,787	\$266	\$3,053
Janke, Gus	\$3,776	\$370	\$4,146
Jarabeck, Joseph	\$3,240	\$319	\$3,559
Kochenderfer, E.W.	\$6,132	\$652	\$6,784
McLaughlin, Patrick	\$31,032	\$3,401	\$34,433
McNeeley, Robert	\$4,576	\$570	\$5,146
Novotny, Andrew	\$1,975	\$220	\$2,195
Opalik, Martin	\$8,575	\$894	\$9,469
Pentz, L.S.	\$4,824	\$573	\$5,397
Schreiner, Robert	\$18,830	\$1,985	\$20,815
Scuba, Paul	\$11,703	\$1,188	\$12,891
Sophner, George	\$15,252	\$1,486	\$16,738
Sowinski, Peter	\$8,227	\$873	\$9,100

#### **5. Availability Is Not An Issue Because Every Member of the Carmen/Sophner Group Worked Continuously For Penn Central.**

Railroad Retirement Board records show that every *Sophner* Claimant worked eleven months or more in every year following the merger, except their year of retirement or death. Claimants' Trial Ex. 8. These are not "furlough & recall" cases. The *Sophner* Claimants all continued to work, but were damaged because they were not able to work enough to earn their guarantee amounts. Gallagher Testimony Tr. 174-179.

#### **D. Under Both Subsection 1(a) and Subsection 1(b), The Severance/Watjen/Bundy Claimants Are Entitled To Their Lump Sum Separation Payments.**

Unlike the other two groups, the Watjen/Bundy Claimants are entitled to damages under both Subsection 1(a)(the WJPA) and Subsection 1(b). These Claimants worked as rate revision clerks on the first shift. They were white-collar bookkeepers who performed

duties such as reviewing freight bills, making refunds or collection and quoting rates. Based on a 1950 agreement, their seniority was on the Detroit roster – even though none of them worked in Detroit. Franz, Tr. 225-227. When they lost their jobs, they had no seniority to exercise, and thus were compelled to exercise their rights to resign and to receive severance payments.

### **1. Facts relevant To the Watjen/Bundy Claimants.**

The Watjen/Bundy Claimants were all accountants and clerks. Claimants Franz, Feldscher and Watjen all worked in Cleveland. Franz worked as a rate clerk for approximately fourteen years auditing freight bills, issuing refunds, examining and calculating freight charges and quoting rates of products. Franz Testimony, Tr. 215. He worked the day shift and had Saturday and Sunday off. Franz Testimony, Tr. 214. All of the clerks were on the Detroit seniority roster. Franz Testimony, Tr. 236. The roster was effective pursuant to a 1959 Agreement consolidating accounting procedures across the New York Central system. Franz Testimony, Tr. 236. The result of that agreement as to place rate clerks on the Detroit seniority roster regardless of their place of employment. Franz Testimony, Tr. 225, 226.

Robert Watjen was the chief rate clerk in Cleveland with over twenty years of service at the time of the merger. Claimants' Trial Ex. 9.

Feldscher was the third man in the Cleveland office. Franz Testimony Tr. 218. He had started work at the New York Central in 1953. Claimants' Trial Ex. 9.

Claimant Ana Mae Wilger was a 58-year-old widow when her job was abolished. Claimants' Trial Ex. 20. Her seniority was in Detroit but she was also told not to report. She requested the separation allowance. Without a response she was ordered to show up as a utility worker at a location in Eversmen, Ohio at reduced pay.

Claimant O'Neil worked in upstate, New York. He was also on the Detroit seniority roster. His request for separation allowance was ignored. Claimants' Trial Ex. 22. He was assigned to various duties such as "engine crew caller." He was told there was no work for seven and one-half weeks. *Id.*

David Bundy worked as lead clerk in Albany, New York. He was informed that his job was being abolished on February 7, 1968 as Penn Central was converting the former Albany central billing to the office of controllers in New York, New York. Claimants' Trial Ex. 22. Again, his seniority was on the Detroit roster. Mr. Scheper also informed him not to seek a job in Detroit. Accordingly, he sent a letter dated February 13, 1969, requesting separation allowance. *Id.* The Railroad never acknowledged his letter.

**2. The Clerk Jobs Were Consolidated In Regional Centers  
And the Watjen/Bundy Claimants Lost Their Jobs.**

On January 10, 1969 Penn Central informed Franz, Feldscher and Watjen that their jobs were being abolished because the coordinated entity was consolidating their "clerk" positions in Chicago. Claimants' Trial Ex. 20. Franz Testimony, Tr. 218, 219. Shortly after, Bundy, Wilger and O'Neil received similar letters indicating that their jobs were being consolidated in Chicago, Detroit and Indianapolis. *Id.* This transfer was part of the regional reorganization of the new Penn Central system. However, the clerks had no seniority to exercise in any city other than Detroit. Franz Testimony, Tr. 220, 221, 225.

**3. No Seniority Was Left To Exercise and Penn Central Treated Them As Workers Who Were Terminated and Re-Hired As New Employees.**

The MPA and the WJPA require that that workers must attempt to “obtain a position through the exercise of their seniority.” Accordingly, the Watjen/Bundy Claimants, quoting the exact words of the WJPA and MPA, wrote to the Detroit Manager of Freight Accounting, E. T. Scheper. They wrote to Mr. Scheper “to advise you of my intent of obtaining a position available to me by the exercise of my seniority.” Claimants’ Trial Exhibit 21. Franz Testimony, Tr. 220.

The response was immediate. Mr. E.T. Scheper got on a train and traveled all the way to Cleveland to meet with the Claimants in person. Franz Testimony, Tr. 219. Scheper told them directly that they would not be allowed to exercise seniority in Detroit. Franz Testimony, Tr. 220-221. Scheper said “we will not allow you to come up there and exercise your seniority.” Franz Testimony, Tr. 226, l. 15-16. In fact, none of the Severance Claimants were allowed to exercise their Detroit seniority. Franz Testimony, Tr. 236, l 10-25. Mr. E.T. Scheper had made it clear that he intended to protect his workers in Detroit and would not allow outsiders to bump any of his employees. *Id.*

The Watjen/Bundy Claimants were not allowed to exercise their seniority in the only district where they had any seniority. Penn Central reduced their seniority to zero and treated them as new employees. Franz Testimony Tr. 227. Mr. Franz testified:

Q: When you went to Kinsman [in February 1969], what seniority date did you go with?  
A: They told me that my seniority date was February 11.  
Q: What year?  
A: 1969.  
Q: So that was a loss of how many years?  
A: Fourteen years.  
Q: So you got a new seniority date?  
A: A new seniority date.

Q: So by the exercise of your seniority, were you able to get a job on the railroad?  
 A: No.  
 Q: By the exercise of your seniority, could you get a job anywhere in your organization?  
 A: No.  
 Q: When you say that, why was that?  
 A: Because I didn't have any seniority. The person that started on the day before me would be able to get a job before I would.  
 Q: So the person who started at Kinsman the day before you was more senior to you —  
 A: Right.  
 Q: -- even though you had 14 years of seniority?  
 A: Right. One that didn't know nothing about railroad business from the outside would be able to outbid me.

Franz Testimony, Tr. 226 – 228.

As a result of the coordination, the Watjen/Bundy Claimants had no seniority. They could not obtain another position by the exercise of their seniority because they had no seniority to exercise.

#### **4. The Watjen/Bundy Claimants Exercised Their Right To Elect Severance Payments.**

Faced with the loss of all of their seniority, the Watjen/Bundy Claimants wrote to Mr. Scheper and informed him of their decisions to take their severance allowance. For example, Franz wrote "I choose to take my separation allowance in accordance with the terms of the Merger Agreement." Claimants' Trial Ex. 22. Franz Testimony, Tr. 221, 221. Thomas O'Neil wrote, "I am formally requesting the lump sum separation allowance which shall be computed in accordance with the schedule set forth in the Agreement." *Id.* The other Watjen/Bundy Claimants all wrote similar letters within their respective required time frames. *Id.*

**5. Subsection 1(a) Entitles The Watjen/Bundy Claimants To Severance Payments.**

Under MPA §1(a), employees are entitled to the protections of the WJPA. Section 9 of the WJPA provides that “any employee eligible to receive a coordination allowance under Section 7 hereof may, at his option, at the time of coordination, resign and (in lieu of all other benefits and protection provided in this agreement) accept a lump sum separation allowance.” MPA Appendix A §9.

In turn, WJPA §7 states that a coordination allowance is awarded to:

Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination.

WJPA §7(a). Section 7(c)(1) of the WJPA which states in pertinent part:

(c) An employee shall be regarded as deprived of his employment and entitled to a coordination allowance in the following cases:

1. When the position which he holds on his home road is abolished as result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation. . . .

WJPA, §7(c)(1). Thus, under the WJPA the employee must show that he lost his position as a “result of said coordination” and that he could not obtain other employment “by the exercise of his seniority rights”. Clearly these Claimants’ jobs were abolished, which satisfies the first prong of the definition of deprivation in the prepositional phrase beginning with the word “when.” The clerk positions were abolished because the coordinated railroad decided to consolidate these particular jobs in regional centers. Plaintiffs’ Ex. 20.

The second conjunctive prong of the definition of deprivation is also satisfied because the prepositional phrase “by the exercise of his seniority rights” modifies both the phrase “another position in his home road” and the phrase “a position in the coordinated operation.” These Claimants were instructed by E. T. Scheper, Manager of Freight Accounting for the carrier, that they were not to exercise seniority in Detroit. Franz Testimony, Tr. 220-226. The Claimants could not obtain any positions – either on their home roads or elsewhere – “by the exercise of their seniority.” Their only seniority was in Detroit. They had no seniority in Cleveland or Chicago. Therefore none of these Claimants could obtain **by the exercise of his seniority rights** a position in the coordinated operation.

Thus, under the WJPA, the Claimants are entitled to lump sum separation payments because their jobs were abolished as the result of the coordination and because they could not exercise their seniority rights to obtain any other position.

**6. Subsection 1(b) Also Entitles The Watjen/Bundy Claimants To Severance Payments.**

Section 1(b) and the associated implementing agreement have a formulation that is slightly, but not significantly, different. Under the MPA, the clerks’ union signed an implementing agreement which replaced MPA Appendix F. Penn Central’s Trial Ex. 101, subsection XI, p. 156. This Implementing Agreement states:

A ‘present employe’ [sic] requested by the Company to transfer with his work . . . requiring a change of residence . . . shall have the following options provided they are exercised within seven calendar days from date of request:

\* \* \*

3. Resign in lieu of options 1 or 2 effective as of the date the transfer is actually made and receive (in lieu of all other benefits and protections to which he may be entitled



under the Merger Protective agreement or any other agreement) a lump sum separation allowance which shall be computed in accordance with the schedule set forth in Section 9 of the Washington Agreement. . . .

*Id.*, subsection VII(a), p. 154.

There is no dispute that Claimants' work was transferred to cities that required them to leave their homes. Claimants' Trial Ex. 20. Moreover, The *Watjen* and *Bundy* Claimants were not permitted to exercise their seniority rights on their home road as the MPA requires them to do. They also were not able to obtain "a position in the coordinated operation," in the exercise of their seniority within the seven to ten-day period required in the notice abolishing their jobs. Accordingly, they exercised their option to submit resignations and demand the lump sum separation allowance. The Railroad never responded to those requests. Franz Testimony, Tr. 223, 232.

Weeks later the clerks were demoted and ordered to report to jobs with worse working conditions and lower pay. Franz Testimony, Tr. 235. Claimants Franz, Watjen and Feldscher reported to the work and served as utility clerks. The seniority they were given in those jobs was with their "new dates of hire," *i.e.* for Franz it was February 11, 1969, a loss of fourteen years of seniority. They worked various hours and often on the midnight shift with no advance notice. Franz Testimony, Tr. 230 - 231. Their paychecks were always less than before the abolishment of their old jobs and was never consistent. They all attempted to bid on new jobs with hours and duties comparable to their old rate clerk jobs but they were outbid by employees of years less seniority – often with only one or two years of seniority. Franz Testimony, Tr. 228.

They did everything required of them: 1) tried to exercised their seniority rights on their home road, but were told not to go to Detroit, the only place they had seniority;

2) timely submitted separation allowance requests that were ignored; and 3) reported to new jobs with new hire seniority dates, which by definition yielded them worse pay with worse working conditions in which they could not exercise their seniority. They never received their separation allowances.

**7. Dr. Rosen Calculated The Amounts Owed By Penn Central To the Watjen/Bundy Claimants.**

Under both Subsection 1(a) and Subsection 1(b), the amount of the separation allowance is calculated pursuant to WJPA §9. Any employee with five years or more of seniority was entitled to twelve months of separation allowance. *Id.* This rate “shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination.” *Id.*

Penn Central again failed to provide the necessary documents. As a result, Dr. Rosen was forced to determine the severance allowance based upon the daily rates provided by the clerks’ unions. Based upon these records, Dr. Rosen determined that Claimants were entitled to the following lump sum separation payments:

**Separation Payment**

<b>Severance Claimants</b>	<b>Damages</b>
Franz, Phillip	\$10,473
O’Neil, Thomas	\$10,406
Watjen, Robert	\$10,950
Wilger, Ana Mae	\$10,435
Bundy, David	\$10,793
Feldscher, James	\$10,759

**8. Separate Breach for Failure To Provide Required Records.**

As noted above, Penn Central’s failed to maintain and produce records required by Subsection 1(b) and Appendix. This is a separate breach for which Claimants are entitled to damages. Moreover, as discussed below, Penn Central’s spoliation of

evidence should bar Penn Central from contesting issues on which they failed to maintain the required records.

**9. Availability Is Not An Issue Because This Is A Severance Case.**

In order to avoid confusion, it is worth re-stating that “availability” is not an issue for these Claimants. “Availability for work” is irrelevant to workers who have a right to separation payments. (It is also irrelevant to the *Sophner* Claimants). The only group where “availability” is an issue is the Knapik Group.

**E. All Claimants Are Entitled To Interest On Their Injuries.**

The U.S. Supreme Court has held that “[p]rejudgment interest is “an element of complete compensation.” *West Virginia v. United States*, 479 U.S. 305, 310 (1987). There, the Court stated: “[p]rejudgment interest serves to compensate for the loss of use of money due as damages from the time the claim accrues until judgment is entered, thereby achieving full compensation for the injury those damages are intended to redress.” *Id.* at fn. 2. “Money today is not a full substitute for the same sum that should have been paid years ago.” *Matter of Oil Spill by the Amoco Cadiz*, 954 F.2d 1279, 1331 (7th Cir.1992). “Prejudgment interest, like all monetary interest, is simply compensation for the use or forbearance of money owed.” *Transmatic, Inc. v. Gulton Industries, Inc.*, 180 F.3d 1343, 1347 (Fed.Cir.1999). “Prejudgment interest is not awarded as a penalty; it is merely an element of just compensation.” *City of Milwaukee v. Cement Division, National Gypsum, Co.*, 515 U.S. 189, 197 (1995).

Arbitration panels have also held that employers must pay prejudgment interest to employees in order to make them whole. *Laidlaw Transit Co.*, 109 LA 647 (1997)(prejudgment interest assessed at the rate of 10.5% per year where company

delayed from May 1996 to September 1997 and “because of Laidlaw’s dilatory and bad faith conduct, the grievant was forced to wait more than an additional year to receive his back pay award. Therefore, it is appropriate to include interest on the back pay award.”). In *National Railroad Passenger Corporation and AMTRAK Service Workers’ Council*, NMB Case No. 67, 95 LA 617, 631 (1990), the neutral arbitrator Jessie Simons noted that the National Labor Relations Board “routinely” awards prejudgment interest. *See also Vermont Dept. of Corrections*, 89 LA 383-84 (1987)(“We conclude that adding interest to the backpay award is necessary to make Grievant whole for income losses suffered as a result of his dismissal. By awarding interest, were not imposing a penalty or punishment on management, but are simply compensating Grievant for the loss of the use of the money.”); *River Falls Area School Dist.* 99 LA 1223 (1992)(interest awarded on severance pay to make employee whole); *Dayco Products, Inc.*, 92 LA 876 (1989)(awarding additional interest on pension benefits where employer delayed case for three years.); *Kent Worldwide Machine Works*, 107 LA 455 (1996)(award of interest due to the egregious nature of employer’s conduct.)

The proper rate of interest is the prime rate.<sup>19</sup> In *Natoli v. Carriage House Motor Inn. Inc.*, 1988 Westlaw 53397 (N.D. N.Y. 1988) (applying prime rate), the Court held that “[t]he proper measure of the ‘fruits of wrongdoing’, however, is not what the corporation might have received had it invested sums diverted by the defendants, but

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<sup>19</sup>Note also, that federal law controls the amount and calculation of prejudgment interest. In *Ford v. Uniroyal Pension Plan*, 154 F.3d 613 (6th Cir. 1998), the court held that there was no obligation to follow State law because “the calculation of prejudgment interest is not an area ‘primarily of state concern’ for which there does not exist a substantial body of federal law. We therefore are not faced with a situation where the development of a federal common law rule governing the award of prejudgment interest divests the states of authority over a matter which they traditionally have regulated.” *Id.* at 617.

rather the benefit the defendants derived from borrowing and using corporate funds without paying interest. *See Marcus v. Otis*, 169 F.2d 148 (2d Cir.1948). The proper measure of recovery, then, is the interest defendants would have had to pay if they had borrowed the funds from a lender rather than from the corporation.” *See also, Studiengesellschaft Kohle, m.b.H. v. Dart Industries, Inc.*, 862 F.2d 1564, 1579-80, 9 U.S.P.Q.2d (BNA) 1273 (Fed. Cir. 1988) (affirming award of prejudgment interest at the prime rate compounded quarterly).

Dr. Rosen opined that the prime rate, used by banks for their best commercial customers, is the appropriate measure of damages suffered by Claimants and the enrichment received by the Railroad and its successor entities in having had use of the monies for nearly forty years. Claimants Trial Ex. 9. Dr. Rosen applied the prime rate as set forth in Claimants’ Trial Ex. 9. Rosen Report for each claimant at page 7.

Dr. Rosen determined that the Claimants were damaged in the following amounts:

**Calculation of Interest**

<b>Knapik Claimants</b>	<b>Damages</b>	<b>Interest</b>	<b>Total Damages</b>
Acree, Jack	\$10,556	\$198,569	\$209,125.00
Benko, Edward	\$123,110	\$1,636,422	\$1,759,532.00
Day, Ken	\$48,267	\$746,341	\$794,608.00
Doran, Harvey	\$12,210	\$216,987	\$229,197.00
Gastony, Joseph	\$16,632	\$264,303	\$280,935.00
Gentile, George	\$7,562	\$138,687	\$146,249.00
Norris, George	\$50,156	\$783,138	\$833,294.000
Steimle, Christ	\$3,540	\$64,191	\$67,731.00
Tomczak, Clarence	\$52,667	\$794,035	\$846,702.00
Uher, Frank	\$23,560	\$418,077	\$441,637.00

<b>Sophner Claimants</b>	<b>Damages</b>	<b>Interest</b>	<b>Total Damages</b>
Bilinsky, William	\$2,293	\$34,196	\$36,489.00
Crtalic, Joseph	\$2,959	\$42,584	\$45,543.00
Foecking, Paul	\$13,767	\$135,551	\$149,318.00
Gallagher, John F.	\$3,053	\$54,934	\$57,987.00
Janke, Gus	\$4,146	\$66,476	\$70,622.00
Jarabeck, Joseph	\$3,557	\$26,394	\$29,951.00
Kochenderfer, E.W.	\$6,784	\$100,289	\$107,073.00
McLaughlin, Patrick	\$34,433	\$528,206	\$562,639.00
McNeeley, Robert	\$5,146	\$70,405	\$75,551.00
Novotny, Andrew	\$2,195	\$32,866	\$35,061.00
Opalik, Martin	\$9,469	\$146,827	\$156,296.00
Pentz, L.S.	\$5,397	\$77,199	\$82,596.00
Schreiner, Robert	\$20,815	\$327,164	\$347,979.00
Scuba, Paul	\$12,892	\$196,906	\$209,798.00
Sophner, George	\$16,738	\$273,546	\$290,284.00
Sowinski, Peter	\$9,100	\$134,251	\$143,351.00

<b>Watjen/Bundy Claimants</b>	<b>Damages</b>	<b>Interest</b>	<b>Total Damages</b>
Franz, Phillip	\$10,473	\$183,384	\$193,857.00
O'Neil, Thomas	\$10,406	\$181,226	\$191,632.00
Watjen, Robert	\$10,950	\$190,692	\$201,642.00
Wilger, Ana Mae	\$10,435	\$185,721	\$196,156.00
Bundy, David	\$10,793	\$187,955	\$198,748.00
Feldscher, James	\$10,759	\$185,306	\$196,065.00

## **F. Other Issues.**

### **1. Attorneys' Fees and Costs of Litigation.**

Arbitrators may award attorneys' fees to make the Claimants whole. *See Port of Tacoma, Wash*, 99 LA 1151 (Arb. South, 1992) (employer ordered to pay the claimant's attorneys' fees in a sex discrimination case.) Arbitrators may also award punitive damages for bad faith conduct. *See Detroit Bd. of Ed.*, 101 LA 1199 (1993)(where the employer's continued violation of the agreement merited an award for attorney fees). Arbitrators also have the power to award the costs of arbitration. *Sonic Knitting*

*Industries, Inc.*, 65 LA 453468-69 (1975) (awarding “the costs of the arbitration proceeding itself and fees paid to its attorney and labor consultant for preparing and presenting the Union’s case.”).<sup>20</sup>

Similarly, federal law provides that: “[a]ny attorney or other person admitted to conduct cases in any court of the United States or any Territory thereof who so multiplies the proceedings in any case unreasonably and vexatiously may be required by the court to satisfy personally the excess costs, expenses, and attorneys’ fees reasonably incurred because of such conduct.” 28 U.S.C.A. §1927.

Here, attorneys’ fees are necessary to make the Claimants whole and are appropriate in light of Penn Central’s forty-year delay of these cases. Nearly three years ago, Judge Oliver recognized that Penn Central had unreasonably delayed this case and had “unclean hands.” Claimants’ Trial Ex. 25 Oliver’s Order February 12, 2005 at 8. Nonetheless, Penn Central still refused to appoint a neutral arbitrator. Even after being ordered to arbitration, Penn Central tried to frustrate Judge Oliver’s Order by requesting numerous delays of this arbitration, seeking to remove the neutral arbitrator, and then, attempting an “end around” by asking the Eastern District of Pennsylvania to interfere with Judge Oliver’s order of arbitration.

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<sup>20</sup>In *Sonic Knitting*, the arbitrator noted that even arbitration cases which do not award attorneys fees have ordered “the defendant company to reimburse the union in the amount of \$9,080.96 to cover all other litigation costs resulting from the arbitration, including the arbitrator’s fee.” *Id.* citing, *Leona Lee Corp.*, 84 LRRM 2165, 2167 (1973). Furthermore, in *Sunshine Convalescent Hospital*, the arbitrator ordered the award of attorneys’ fees. In *In re Sunshine Convalescent Hospital*, 62 LA 276, 279 (1974); *John Morrell & Co.*, 69 LA 264, 280 (1977)(arbitrator awarded attorneys fees after noting the Congressional policy “in favor of the arbitrability of labor disputes, arbitrators must be vested with broad powers to fashion appropriate remedies in the cases before them.”)

Claimants have incurred reasonable attorneys' fees in the amount of a one-third contingent fee. Claimants' Trial Ex. 54. In addition Claimants' have incurred out-of-pocket costs for experts, costs of administration, arbitrators' fees, and other expenses which to date total \$133,277.28. Claimants' Trial Ex. 53 and Exhibit B.

## **2. Punitive Damages.**

Arbitrators may award punitive damages where the contractual violation and the adjudication of the violation were protracted. *See Laidlaw Transit Co.*, 109 LA 647 (1997). In *Int'l. Assoc. of Machinists v. N. W. Airlines*, 858 F.2d 427 (8<sup>th</sup> Cir. 1988), the Court confirmed an arbitration award of punitive damages against the employer in a collective bargaining case under the RLEA, even when the collective bargaining agreement contained no specific provision authorizing punitive damages. Citing *BRAC v. St. Louis SW Ry.* 679 F. Supp. 628, (E.D. Tex. 1985) (holding that custom and practice are valid bases for justifying remedies not explicitly excluded in the agreement.) The *Int'l. Assoc. of Machinists* held that past railroad arbitration practice has been to award punitive damages and thus the arbitration panel did not exceed its jurisdiction under RLEA to award punitive damages for breach of the labor agreement even in the absence of **any** compensatory damages. *See also, Local 416 Sheet Metal Workers Int'l. v. Helgesteel Corp.*, 335 F. Supp. 812 (W.D.Wis.1971).

## **3. Waiver Of Affirmative Defenses.**

Federal Rule of Civil Procedure 8(c) states in pertinent part:

a party **shall** set forth affirmatively accord and satisfaction, arbitration and award, assumption of risk, contributory negligence, **discharge in bankruptcy**, duress, estoppel, failure of consideration, fraud, illegality, injury by fellow servant, laches, license, payment, release, res judicata, statute of frauds, statute of limitations, waiver, and **any**



**other matter constituting an avoidance or affirmative defense. (Emphasis added.)**

Penn Central filed answers in these cases, Knapik in 1969 and Sophner in 1975 respectively. Claimants Trial Ex. 28. The Answers do not raise any of the affirmative defenses set forth in the cited Civil Rule.

Penn Central has never sought to amend those answers. Affirmative defenses are waived if not timely asserted. *Edely v. Water and Power Auth.*, 756 F.3d 204 (2001).

In a recent case, the Court in *U.S. v. National RR Passenger Corp.*, 2004 WL 1335250 (E.D. Pa. 2004) chastised this Defendant, American Premier Underwriters, Inc., the real party in interest here, for raising, for the first time, the affirmative defense of “release” ten years after the case was filed. The Court found that assertion of the release and/or discharge in bankruptcy defense would be highly prejudicial to the opposing party. American Premier Underwriters was therefore precluded from raising this affirmative defense because of the prejudice to the opposing party. *Id.*

Claimants object to any affirmative defenses which should have been raised in the first responsive pleading or within a reasonable time after the filing of these cases. Without limitation, Claimants object to any argument or evidence relating to the issues of bankruptcy, business decline, failure to mitigate damages or “any other matter constituting an avoidance or affirmative defense.” Accordingly Penn Central should be precluded from raising any of these affirmative defenses.

**4. Spoliation of Evidence.**

Penn Central has asserted that Claimants cannot sustain their burden of proving their injuries. In fact, the MPA required Penn Central to maintain and produce upon request all records relevant to Claimants’ guarantees. MPA §1(b). Only Penn Central

would have this information. The testimony of Claimants' witnesses established that this information was never recorded or maintained by the employees. Knapik Testimony, Tr. 104, Gallagher Testimony, Tr. 173. George Ellert, Assistant Director of Labor Relations for the carrier even admitted that Penn Central, not the employee was responsible for maintaining the personnel records and the wage guarantee data. Claimants' Trial Ex. 34 Testimony of Ellert pp. 626-628. Instead this information would have been in the sole possession of the employer. Penn Central was on notice since 1969 and 1974 respectively, of the nature of Claimants' allegations. Claimants' Trial Ex. 28. It knew of the litigation prior to the transfer of personnel records to other railroads during and after the bankruptcy.

Finally, as the STB determined, the repository of these documents was Penn Central. "Because the carrier was litigating the issue of compensation, it was on notice to keep records of what forms were or were not submitted. **Claimants had no duty to administer the compensation scheme and to act as record keeper for that purpose.**" Claimants' Trial Ex. 7 at 7.

Penn Central had a duty to maintain copies of this personnel information just as any other Defendant. Otherwise, any defendant could simply destroy or transfer records and then argue that plaintiff could not fulfill its burden of proof. Claimants should not suffer because Penn Central lost, destroyed or transferred Claimants' work records. Even inadvertent destruction of evidence is sufficient to trigger sanctions where the loss of evidence disadvantages the opposing party. *American State Ins. Co. v. Tokai Seiki Limited*, 704 N.E.2d 1280 (Ct. Com. Pls. 1997). The court may remediate the prejudicial effect caused by the loss of evidence under Civil Rule 36. In fact, the imposition of

sanctions for the spoliation of evidence is essential as a matter of public policy. *Luoknas v. Roto Rooter* 167 Ohio App. 559 (2006).

As a sanction for the loss of such evidence, the *Tokai* court permitted the creation of an inference when the testing established that one of the parties was deprived of relevant evidence, not otherwise obtainable, as a result of the other parties' abuse.

Penn Central had an obligation to preserve these documents. It wants to be able to abandon its obligation and then contest the facts that these documents would have established. The appropriate sanction here is to preclude any argument by Penn Central regarding the location or mark up dates of Claimants which would have been in their now non-existent personnel files, and which were required to have been retained by Penn Central. Penn Central should also be prohibited from contesting any issue for which it had records that it subsequently destroyed.

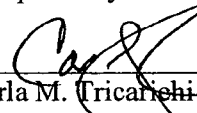
#### **5. Ambiguities Resolved In Favor of Workers.**

Damages are awarded even where the precise amount of the award cannot be determined. *See, e.g., Equal Employment Opportunity Comm. v. Detroit Edison Co.*, 515 F.2d 301, 315 (6th Cir. 1975), *vacated on other grounds sub. nom. Utility Workers Union v. Equal Employment Opportunity Comm.*, 431 U.S. 951 (1977). Any ambiguity in what the Claimant would have received should be resolved against the discriminating employer. *See, e.g., Detroit Edison*, 515 F.2d at 315. In *Detroit Edison*, the Sixth Circuit held that it was proper to award backpay equal to the maximum amount which could have been earned where it was impossible to reconstruct the employment history of each claimant. *Id.*

#### IV. CONCLUSION

After more than thirty-five years of litigation, for all of the foregoing reasons, this panel should award each of the Claimants damages caused by Penn Central's breach of the MPA, including actual damages with interest, attorney fees/costs and punitive damages.

Respectfully submitted,

  
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CERTIFICATE OF SERVICE

A copy of the foregoing was sent via electronic mail to:


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on this 22<sup>nd</sup> day of February 2008

  
\_\_\_\_\_  
Carla M. Tricarichi  
Attorney for Claimants



THE  
FACULTY  
OF  
THE  
UNIVERSITY  
OF  
TORONTO



# EXHIBIT A

JACK F. ACREE  
SS#: 293-07-7305

GUARANTEED \$717.30 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1968					
February	\$0.00	\$717.30	\$717.30	\$717.30	
March	\$0.00	\$717.30	\$717.30	\$717.30	
April	\$0.00	\$717.30	\$717.30	\$717.30	
May	\$0.00	\$717.30	\$717.30	\$717.30	
June	\$0.00	\$717.30	\$717.30	\$717.30	
July	\$0.00	\$717.30	\$717.30	\$717.30	
August	\$0.00	\$717.30	\$717.30	\$717.30	
September	\$0.00	\$717.30	\$717.30	\$717.30	
October	\$0.00	\$717.30	\$717.30	\$717.30	
November	\$0.00	\$717.30	\$717.30	\$717.30	
December	\$0.00	\$717.30	\$717.30	\$717.30	\$7,890.30
1969					
January	\$0.00	\$717.30	\$717.30	\$717.30	
February	\$0.00	\$717.30	\$717.30	\$717.30	
March	\$0.00	\$717.30	\$717.30	\$717.30	
April	\$0.00	\$717.30	\$717.30	\$717.30	
May	\$0.00	\$717.30	\$717.30	\$717.30	
June	\$0.00	\$717.30	\$717.30	\$717.30	
July	\$0.00	\$717.30	\$717.30	\$717.30	
August	\$0.00	\$717.30	\$717.30	\$717.30	
September	\$0.00	\$717.30	\$717.30	\$717.30	
October	\$0.00	\$717.30	\$717.30	\$717.30	
November	\$0.00	\$717.30	\$717.30	\$717.30	
December	\$0.00	\$717.30	\$717.30	\$717.30	\$8,607.60
1970					
January	\$0.00	\$717.30	\$717.30	\$717.30	
February	\$0.00	\$717.30	\$717.30	\$717.30	
March	\$0.00	\$717.30	\$717.30	\$717.30	
April	\$0.00	\$717.30	\$717.30	\$717.30	
May	\$0.00	\$717.30	\$717.30	\$717.30	
June	\$0.00	\$717.30	\$717.30	\$717.30	
July	\$0.00	\$717.30	\$717.30	\$717.30	
August	\$0.00	\$717.30	\$717.30	\$717.30	
September	\$0.00	\$717.30	\$717.30	\$717.30	
October	\$0.00	\$717.30	\$717.30	\$717.30	
November	\$0.00	\$717.30	\$717.30	\$717.30	
December	\$0.00	\$717.30	\$717.30	\$717.30	\$8,607.60
1971					
January	\$0.00	\$717.30	\$717.30	\$717.30	
February	\$0.00	\$717.30	\$717.30	\$717.30	
March	\$0.00	\$717.30	\$717.30	\$717.30	
April	\$0.00	\$717.30	\$717.30	\$717.30	
May	\$0.00	\$717.30	\$717.30	\$717.30	
June	\$0.00	\$717.30	\$717.30	\$717.30	
July	\$0.00	\$717.30	\$717.30	\$717.30	
August	\$0.00	\$717.30	\$717.30	\$717.30	
September	\$0.00	\$717.30	\$717.30	\$717.30	
October	\$0.00	\$717.30	\$717.30	\$717.30	
November	\$0.00	\$717.30	\$717.30	\$717.30	
December	\$0.00	\$717.30	\$717.30	\$717.30	\$8,607.60

PCC03178



JACK F. ACREE  
SS#: 293-07-7305

GUARANTEED \$717.30 MONTHLY

TOTALS

1972	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$717.30	\$717.30	\$717.30	
February	\$0.00	\$717.30	\$717.30	\$717.30	
March	\$0.00	\$717.30	\$717.30	\$717.30	
April	\$0.00	\$717.30	\$717.30	\$717.30	
May	\$0.00	\$717.30	\$717.30	\$717.30	
June	\$0.00	\$717.30	\$717.30	\$717.30	
July	\$0.00	\$717.30	\$717.30	\$717.30	
August	\$0.00	\$717.30	\$717.30	\$717.30	
September	\$0.00	\$717.30	\$717.30	\$717.30	
October	\$0.00	\$717.30	\$717.30	\$717.30	
November	\$0.00	\$717.30	\$717.30	\$717.30	
December	\$0.00	\$717.30	\$717.30	\$717.30	\$8,607.60
1973	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$717.30	\$717.30	\$717.30	
February	\$0.00	\$717.30	\$717.30	\$717.30	
March	\$0.00	\$717.30	\$717.30	\$717.30	
April	\$0.00	\$717.30	\$717.30	\$717.30	
May	\$0.00	\$717.30	\$717.30	\$717.30	
June	\$0.00	\$717.30	\$717.30	\$717.30	
July	\$0.00	\$717.30	\$717.30	\$717.30	
August	\$0.00	\$717.30	\$717.30	\$717.30	
September	\$0.00	\$717.30	\$717.30	\$717.30	
October	\$0.00	\$717.30	\$717.30	\$717.30	
November	\$0.00	\$717.30	\$717.30	\$717.30	
December	\$0.00	\$717.30	\$717.30	\$717.30	\$8,607.60
1974	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$717.30	\$717.30	\$717.30	
February	\$0.00	\$717.30	\$717.30	\$717.30	
March	\$0.00	\$717.30	\$717.30	\$717.30	
April	\$0.00	\$717.30	\$717.30	\$717.30	
May	\$0.00	\$717.30	\$717.30	\$717.30	
June	\$0.00	\$717.30	\$717.30	\$717.30	
July	\$0.00	\$717.30	\$717.30	\$717.30	
August	\$0.00	\$717.30	\$717.30	\$717.30	
September	\$0.00	\$717.30	\$717.30	\$717.30	
October	\$0.00	\$717.30	\$717.30	\$717.30	
November	\$0.00	\$717.30	\$717.30	\$717.30	
December	\$0.00	\$717.30	\$717.30	\$717.30	\$8,607.60
1975	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$717.30	\$717.30	\$717.30	
February	\$0.00	\$717.30	\$717.30	\$717.30	
March	\$0.00	\$717.30	\$717.30	\$717.30	
April	\$0.00	\$717.30	\$717.30	\$717.30	
May	\$0.00	\$717.30	\$717.30	\$717.30	
June	\$0.00	\$717.30	\$717.30	\$717.30	
July	\$0.00	\$717.30	\$717.30	\$717.30	
August	\$0.00	\$717.30	\$717.30	\$717.30	
September	\$0.00	\$717.30	\$717.30	\$717.30	
October	\$0.00	\$717.30	\$717.30	\$717.30	
November	\$0.00	\$717.30	\$717.30	\$717.30	
December	\$0.00	\$717.30	\$717.30	\$717.30	\$8,607.60

PCC03179

JACK F. ACREE  
SS#: 293-07-7305      GUARANTEED \$717.30 MONTHLY      TOTALS

1976	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$717.30	\$717.30	\$717.30	
February	\$0.00	\$717.30	\$717.30	\$717.30	
March	\$0.00	\$717.30	\$717.30	\$717.30	\$2,151.90

\*\*\*\*\*  
GRAND TOTAL \$70,295.40  
\*\*\*\*\*

COMMENTS: Furloughed, then recalled.  
Never returned to work after again being recalled on 12/13/69.  
Died July 6, 1982.

PCC03180

EDWARD J. BENKO  
SS#: 713-14-4349

GUARANTEED \$758.56 MONTHLY

TOTALS

1968	PAID	Guarantee	Formula	MONEY OWED	
February	\$0.00	\$758.56	\$758.56	\$758.56	
March	\$31.08	\$758.56	\$727.48	\$727.48	
April	\$0.00	\$758.56	\$758.56	\$758.56	
May	\$0.00	\$758.56	\$758.56	\$758.56	
June	\$0.00	\$758.56	\$758.56	\$758.56	
July	\$0.00	\$758.56	\$758.56	\$758.56	
August	\$51.74	\$758.56	\$706.82	\$706.82	
September	(\$51.74)	\$758.56	\$810.30	\$810.30	
October	\$0.00	\$758.56	\$758.56	\$758.56	
November	\$0.00	\$758.56	\$758.56	\$758.56	
December	\$0.00	\$758.56	\$758.56	\$758.56	\$8,313.08

1969	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$758.56	\$758.56	\$758.56	
February	\$0.00	\$758.56	\$758.56	\$758.56	
March	\$0.00	\$758.56	\$758.56	\$758.56	
April	\$0.00	\$758.56	\$758.56	\$758.56	
May	\$0.00	\$758.56	\$758.56	\$758.56	
June	\$29.36	\$758.56	\$729.20	\$729.20	
July	\$832.46	\$758.56	(\$73.90)	\$0.00	
August	\$573.99	\$758.56	\$184.57	\$184.57	
September	\$557.61	\$758.56	\$200.95	\$200.95	
October	\$510.93	\$758.56	\$247.63	\$247.63	
November	\$403.34	\$758.56	\$355.22	\$355.22	
December	\$476.36	\$758.56	\$282.20	\$282.20	\$5,792.57

1970	PAID	Guarantee	Formula	MONEY OWED	
January	\$383.38	\$758.56	\$375.18	\$375.18	
February	\$498.89	\$758.56	\$259.67	\$259.67	
March	\$86.19	\$758.56	\$672.37	\$672.37	
April	\$146.02	\$758.56	\$612.54	\$612.54	
May	\$142.21	\$758.56	\$616.35	\$616.35	
June	\$932.51	\$758.56	(\$173.95)	\$0.00	
July	\$490.23	\$758.56	\$268.33	\$268.33	
August	\$395.29	\$758.56	\$363.27	\$363.27	
September	\$419.88	\$758.56	\$338.68	\$338.68	
October	\$513.85	\$758.56	\$244.71	\$244.71	
November	\$175.64	\$758.56	\$582.92	\$582.92	
December	\$566.01	\$758.56	\$192.55	\$192.55	\$4,526.57

1971	PAID	Guarantee	Formula	MONEY OWED	
January	\$797.22	\$758.56	(\$38.66)	\$0.00	
February	\$845.93	\$758.56	(\$87.37)	\$0.00	
March	\$322.53	\$758.56	\$436.03	\$436.03	
April	\$692.97	\$758.56	\$65.59	\$65.59	
May	\$429.35	\$758.56	\$329.21	\$329.21	
June	\$246.85	\$758.56	\$511.71	\$511.71	
July	\$334.08	\$758.56	\$424.48	\$424.48	
August	\$346.71	\$758.56	\$411.85	\$411.85	
September	\$332.80	\$758.56	\$425.76	\$425.76	
October	\$204.40	\$758.56	\$554.16	\$554.16	
November	\$292.15	\$758.56	\$466.41	\$466.41	
December	\$182.52	\$758.56	\$576.04	\$576.04	\$4,201.24

PCC03205

EDWARD J. BENKO  
SS#: 713-14-4349

GUARANTEED \$758.56 MONTHLY

TOTALS

1972	PAID	Guarantee	Formula	MONEY OWED	
January	\$213.64	\$758.56	\$544.92	\$544.92	
February	\$633.12	\$758.56	\$125.44	\$125.44	
March	\$193.27	\$758.56	\$565.29	\$565.29	
April	\$118.26	\$758.56	\$640.30	\$640.30	
May	\$334.63	\$758.56	\$423.93	\$423.93	
June	\$176.96	\$758.56	\$581.60	\$581.60	
July	\$162.91	\$758.56	\$595.65	\$595.65	
August	\$143.95	\$758.56	\$614.61	\$614.61	
September	\$508.98	\$758.56	\$249.58	\$249.58	
October	\$88.52	\$758.56	\$670.04	\$670.04	
November	\$285.44	\$758.56	\$473.12	\$473.12	
December	\$0.00	\$758.56	\$758.56	\$758.56	\$6,243.04

1973	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$758.56	\$758.56	\$758.56	
February	\$0.00	\$758.56	\$758.56	\$758.56	
March	\$0.00	\$758.56	\$758.56	\$758.56	
April	\$0.00	\$758.56	\$758.56	\$758.56	
May	\$604.33	\$758.56	\$154.23	\$154.23	
June	\$80.35	\$758.56	\$678.21	\$678.21	
July	\$166.45	\$758.56	\$592.11	\$592.11	
August	\$139.18	\$758.56	\$619.38	\$619.38	
September	\$116.77	\$758.56	\$641.79	\$641.79	
October	\$234.35	\$758.56	\$524.21	\$524.21	
November	\$131.81	\$758.56	\$626.75	\$626.75	
December	\$131.23	\$758.56	\$627.33	\$627.33	\$7,498.25

1974	PAID	Guarantee	Formula	MONEY OWED	
January	\$229.89	\$758.56	\$528.67	\$528.67	
February	\$70.94	\$758.56	\$687.62	\$687.62	
March	\$150.28	\$758.56	\$608.28	\$608.28	
April	\$421.14	\$758.56	\$337.42	\$337.42	
May	\$191.61	\$758.56	\$566.95	\$566.95	
June	\$391.89	\$758.56	\$366.67	\$366.67	
July	\$218.49	\$758.56	\$540.07	\$540.07	
August	\$158.68	\$758.56	\$599.88	\$599.88	
September	\$0.00	\$758.56	\$758.56	\$758.56	
October	\$45.74	\$758.56	\$712.82	\$712.82	
November	\$167.85	\$758.56	\$590.71	\$590.71	
December	\$121.63	\$758.56	\$636.93	\$636.93	\$6,934.58

1975	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$758.56	\$758.56	\$758.56	
February	\$0.00	\$758.56	\$758.56	\$758.56	
March	\$0.00	\$758.56	\$758.56	\$758.56	
April	\$0.00	\$758.56	\$758.56	\$758.56	
May	\$0.00	\$758.56	\$758.56	\$758.56	
June	\$0.00	\$758.56	\$758.56	\$758.56	
July	\$0.00	\$758.56	\$758.56	\$758.56	
August	\$0.00	\$758.56	\$758.56	\$758.56	
September	\$0.00	\$758.56	\$758.56	\$758.56	
October	\$0.00	\$758.56	\$758.56	\$758.56	
November	\$0.00	\$758.56	\$758.56	\$758.56	
December	\$0.00	\$758.56	\$758.56	\$758.56	\$9,102.72

PCC03206

EDWARD J. BENKO		GUARANTEED \$758.56 MONTHLY		TOTALS	
SS#: 713-14-4349					
1976	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$758.56	\$758.56	\$758.56	
February	\$0.00	\$758.56	\$758.56	\$758.56	
March	\$0.00	\$758.56	\$758.56	\$758.56	\$2,275.68

\*\*\*\*\*  
 GRAND TOTAL \$54,887.73  
 \*\*\*\*\*

COMMENTS: Retired.

PCC03207

KENNETH B. DAY  
SS#: 400-10-6263

GUARANTEED \$780.75 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1968					
February	\$0.00	\$780.75	\$780.75	\$780.75	
March	\$644.40	\$780.75	\$136.35	\$136.35	
April	\$0.00	\$780.75	\$780.75	\$780.75	
May	\$0.00	\$780.75	\$780.75	\$780.75	
June	\$237.66	\$780.75	\$543.09	\$543.09	
July	\$106.27	\$780.75	\$674.48	\$674.48	
August	\$162.89	\$780.75	\$617.86	\$617.86	
September	\$317.43	\$780.75	\$463.32	\$463.32	
October	\$252.29	\$780.75	\$528.46	\$528.46	
November	\$174.56	\$780.75	\$606.19	\$606.19	
December	\$716.18	\$780.75	\$64.57	\$64.57	\$5,976.57
1969					
January	\$227.11	\$780.75	\$553.64	\$553.64	
February	\$92.12	\$780.75	\$688.63	\$688.63	
March	\$284.10	\$780.75	\$496.65	\$496.65	
April	\$0.00	\$780.75	\$780.75	\$780.75	
May	\$529.87	\$780.75	\$250.88	\$250.88	
June	\$81.01	\$780.75	\$699.74	\$699.74	
July	\$204.17	\$780.75	\$576.58	\$576.58	
August	\$221.16	\$780.75	\$559.59	\$559.59	
September	\$857.49	\$780.75	(\$76.74)	\$0.00	
October	\$746.37	\$780.75	\$34.38	\$34.38	
November	\$875.69	\$780.75	(\$94.94)	\$0.00	
December	\$1,627.42	\$780.75	(\$846.67)	\$0.00	\$4,640.84
1970					
January	\$939.50	\$780.75	(\$158.75)	\$0.00	
February	\$261.86	\$780.75	\$518.89	\$518.89	
March	\$692.38	\$780.75	\$88.37	\$88.37	
April	\$590.30	\$780.75	\$190.45	\$190.45	
May	\$660.08	\$780.75	\$120.67	\$120.67	
June	\$1,015.23	\$780.75	(\$234.48)	\$0.00	
July	\$555.85	\$780.75	\$224.90	\$224.90	
August	\$669.61	\$780.75	\$111.14	\$111.14	
September	\$634.33	\$780.75	\$146.42	\$146.42	
October	\$593.42	\$780.75	\$187.33	\$187.33	
November	\$1,001.79	\$780.75	(\$221.04)	\$0.00	
December	\$1,423.69	\$780.75	(\$642.94)	\$0.00	\$1,588.17
1971					
January	\$985.33	\$780.75	(\$204.58)	\$0.00	
February	\$1,193.95	\$780.75	(\$413.20)	\$0.00	
March	\$648.78	\$780.75	\$131.97	\$131.97	
April	\$925.20	\$780.75	(\$144.45)	\$0.00	
May	\$494.86	\$780.75	\$285.89	\$285.89	
June	\$260.79	\$780.75	\$519.96	\$519.96	
July	\$407.31	\$780.75	\$373.44	\$373.44	
August	\$617.99	\$780.75	\$162.76	\$162.76	
September	\$52.76	\$780.75	\$727.99	\$727.99	
October	\$0.00	\$780.75	\$780.75	\$780.75	
November	\$308.74	\$780.75	\$472.01	\$472.01	
December	\$730.63	\$780.75	\$50.12	\$50.12	\$3,504.89

PCC03255

KENNETH B. DAY  
SS#: 400-10-6263

GUARANTEED \$780.75 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1972					
January	\$297.36	\$780.75	\$483.39	\$483.39	
February	\$415.32	\$780.75	\$365.43	\$365.43	
March	\$494.85	\$780.75	\$285.90	\$285.90	
April	\$513.72	\$780.75	\$267.03	\$267.03	
May	\$594.79	\$780.75	\$185.96	\$185.96	
June	\$680.78	\$780.75	\$99.97	\$99.97	
July	\$503.63	\$780.75	\$277.12	\$277.12	
August	\$463.91	\$780.75	\$316.84	\$316.84	
September	\$870.36	\$780.75	(\$89.61)	\$0.00	
October	\$434.63	\$780.75	\$346.12	\$346.12	
November	\$652.77	\$780.75	\$127.98	\$127.98	
December	\$822.43	\$780.75	(\$41.68)	\$0.00	\$2,755.74

	PAID	Guarantee	Formula	MONEY OWED	
1973					
January	\$649.55	\$780.75	\$131.20	\$131.20	
February	\$214.55	\$780.75	\$566.20	\$566.20	
March	\$0.00	\$780.75	\$780.75	\$780.75	
April	\$2.20	\$780.75	\$778.55	\$778.55	
May	\$273.57	\$780.75	\$507.18	\$507.18	
June	\$44.02	\$780.75	\$736.73	\$736.73	
July	\$132.06	\$780.75	\$648.69	\$648.69	
August	\$348.40	\$780.75	\$432.35	\$432.35	
September	\$337.23	\$780.75	\$443.52	\$443.52	
October	\$588.47	\$780.75	\$192.28	\$192.28	
November	\$624.50	\$780.75	\$156.25	\$156.25	
December	\$593.83	\$780.75	\$186.92	\$186.92	\$5,560.62

	PAID	Guarantee	Formula	MONEY OWED	
1974					
January	\$645.74	\$780.75	\$135.01	\$135.01	
February	\$262.07	\$780.75	\$518.68	\$518.68	
March	\$45.74	\$780.75	\$735.01	\$735.01	
April	\$243.50	\$780.75	\$537.25	\$537.25	
May	\$242.56	\$780.75	\$538.19	\$538.19	
June	\$286.28	\$780.75	\$494.47	\$494.47	
July	\$410.41	\$780.75	\$370.34	\$370.34	
August	\$334.98	\$780.75	\$445.77	\$445.77	
September	\$93.49	\$780.75	\$687.26	\$687.26	
October	\$0.00	\$780.75	\$780.75	\$780.75	
November	\$0.00	\$780.75	\$780.75	\$780.75	
December	\$0.00	\$780.75	\$780.75	\$780.75	\$6,804.23

	PAID	Guarantee	Formula	MONEY OWED	
1975					
January	\$0.00	\$780.75	\$780.75	\$780.75	
February	\$0.00	\$780.75	\$780.75	\$780.75	
March	\$0.00	\$780.75	\$780.75	\$780.75	
April	\$0.00	\$780.75	\$780.75	\$780.75	
May	\$0.00	\$780.75	\$780.75	\$780.75	
June	\$0.00	\$780.75	\$780.75	\$780.75	
July	\$0.00	\$780.75	\$780.75	\$780.75	
August	\$0.00	\$780.75	\$780.75	\$780.75	
September	\$0.00	\$780.75	\$780.75	\$780.75	
October	\$0.00	\$780.75	\$780.75	\$780.75	
November	\$0.00	\$780.75	\$780.75	\$780.75	
December	\$0.00	\$780.75	\$780.75	\$780.75	\$9,369.00

PCC03256

KENNETH B. DAY		GUARANTEED \$780.75 MONTHLY		TOTALS	
SS#: 400-10-6263					
1976	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$780.75	\$780.75	\$780.75	
February	\$0.00	\$780.75	\$780.75	\$780.75	
March	\$0.00	\$780.75	\$780.75	\$780.75	\$2,342.25
					*****
GRAND TOTAL					\$42,542.31
					*****

COMMENTS: Retired on 12/28/76.



HARVEY E. DORAN  
SS#: 280-12-9565

GUARANTEED \$381.89 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1968					
February	\$0.00	\$381.89	\$381.89	\$381.89	
March	\$0.00	\$381.89	\$381.89	\$381.89	
April	\$0.00	\$381.89	\$381.89	\$381.89	
May	\$0.00	\$381.89	\$381.89	\$381.89	
June	\$0.00	\$381.89	\$381.89	\$381.89	
July	\$0.00	\$381.89	\$381.89	\$381.89	
August	\$0.00	\$381.89	\$381.89	\$381.89	
September	\$0.00	\$381.89	\$381.89	\$381.89	
October	\$0.00	\$381.89	\$381.89	\$381.89	
November	\$0.00	\$381.89	\$381.89	\$381.89	
December	\$0.00	\$381.89	\$381.89	\$381.89	\$4,200.79

	PAID	Guarantee	Formula	MONEY OWED	
1969					
January	\$0.00	\$381.89	\$381.89	\$381.89	
February	\$0.00	\$381.89	\$381.89	\$381.89	
March	\$0.00	\$381.89	\$381.89	\$381.89	
April	\$0.00	\$381.89	\$381.89	\$381.89	
May	\$0.00	\$381.89	\$381.89	\$381.89	
June	\$0.00	\$381.89	\$381.89	\$381.89	
July	\$0.00	\$381.89	\$381.89	\$381.89	
August	\$0.00	\$381.89	\$381.89	\$381.89	
September	\$0.00	\$381.89	\$381.89	\$381.89	
October	\$0.00	\$381.89	\$381.89	\$381.89	
November	\$0.00	\$381.89	\$381.89	\$381.89	
December	\$0.00	\$381.89	\$381.89	\$381.89	\$4,582.68

	PAID	Guarantee	Formula	MONEY OWED	
1970					
January	\$1,333.89	\$381.89	(\$952.00)	\$0.00	
February	\$463.30	\$381.89	(\$81.41)	\$0.00	
March	\$406.44	\$381.89	(\$24.55)	\$0.00	
April	\$782.07	\$381.89	(\$400.18)	\$0.00	
May	\$175.10	\$381.89	\$206.79	\$206.79	
June	\$857.24	\$381.89	(\$475.35)	\$0.00	
July	\$843.95	\$381.89	(\$462.06)	\$0.00	
August	\$232.36	\$381.89	\$149.53	\$149.53	
September	\$45.14	\$381.89	\$336.75	\$336.75	
October	\$279.95	\$381.89	\$101.94	\$101.94	
November	\$288.25	\$381.89	\$93.64	\$93.64	
December	\$438.00	\$381.89	(\$56.11)	\$0.00	\$888.65

	PAID	Guarantee	Formula	MONEY OWED	
1971					
January	\$583.55	\$381.89	(\$201.66)	\$0.00	
February	\$890.38	\$381.89	(\$508.49)	\$0.00	
March	\$707.44	\$381.89	(\$325.55)	\$0.00	
April	\$383.69	\$381.89	(\$1.80)	\$0.00	
May	\$480.56	\$381.89	(\$98.67)	\$0.00	
June	\$0.00	\$381.89	\$381.89	\$381.89	
July	\$66.56	\$381.89	\$315.33	\$315.33	
August	\$33.28	\$381.89	\$348.61	\$348.61	
September	\$0.00	\$381.89	\$381.89	\$381.89	
October	\$0.00	\$381.89	\$381.89	\$381.89	
November	\$0.00	\$381.89	\$381.89	\$381.89	
December	\$35.60	\$381.89	\$346.29	\$346.29	\$2,537.79

PCC03277

HARVEY E. DORAN		GUARANTEED \$381.89 MONTHLY		TOTALS
SS#: 280-12-9565				
1972	PAID	Guarantee	Formula	MONEY OWED
January	\$0.00	\$381.89	\$381.89	\$381.89
February	\$654.19	\$381.89	(\$272.30)	\$0.00
March	\$563.84	\$381.89	(\$181.95)	\$0.00
April	\$383.50	\$381.89	(\$1.61)	\$0.00
May	\$688.66	\$381.89	(\$306.77)	\$0.00
June	\$708.37	\$381.89	(\$326.48)	\$0.00
July	\$249.19	\$381.89	\$132.70	\$132.70
August	\$712.62	\$381.89	(\$330.73)	\$0.00
September	\$120.47	\$381.89	\$261.42	\$261.42
				\$776.01

\*\*\*\*\*  
 GRAND TOTAL \$12,985.92  
 \*\*\*\*\*

COMMENTS: Worked until his death on 8/28/72.

JOSEPH D. GASTONY  
SS#: 272-03-5768

GUARANTEED \$604.10 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1968					
February	\$517.40	\$604.10	\$86.70	\$86.70	
March	\$0.00	\$604.10	\$604.10	\$604.10	
April	\$0.00	\$604.10	\$604.10	\$604.10	
May	\$0.00	\$604.10	\$604.10	\$604.10	
June	\$53.64	\$604.10	\$550.46	\$550.46	
July	\$563.34	\$604.10	\$40.76	\$40.76	
August	\$792.17	\$604.10	(\$188.07)	\$0.00	
September	\$583.47	\$604.10	\$20.63	\$20.63	
October	\$565.14	\$604.10	\$38.96	\$38.96	
November	\$468.83	\$604.10	\$135.27	\$135.27	
December	\$475.51	\$604.10	\$128.59	\$128.59	\$2,813.67

	PAID	Guarantee	Formula	MONEY OWED	
1969					
January	\$828.80	\$604.10	(\$224.70)	\$0.00	
February	\$411.69	\$604.10	\$192.41	\$192.41	
March	\$380.73	\$604.10	\$223.37	\$223.37	
April	\$563.17	\$604.10	\$40.93	\$40.93	
May	\$556.89	\$604.10	\$47.21	\$47.21	
June	\$293.60	\$604.10	\$310.50	\$310.50	
July	\$930.03	\$604.10	(\$325.93)	\$0.00	
August	\$558.39	\$604.10	\$45.71	\$45.71	
September	\$574.25	\$604.10	\$29.85	\$29.85	
October	\$428.43	\$604.10	\$175.67	\$175.67	
November	\$399.43	\$604.10	\$204.67	\$204.67	
December	\$583.37	\$604.10	\$20.73	\$20.73	\$1,291.05

	PAID	Guarantee	Formula	MONEY OWED	
1970					
January	\$0.00	\$604.10	\$604.10	\$604.10	
February	\$1,005.09	\$604.10	(\$400.99)	\$0.00	
March	\$646.94	\$604.10	(\$42.84)	\$0.00	
April	\$591.44	\$604.10	\$12.66	\$12.66	
May	\$770.62	\$604.10	(\$166.52)	\$0.00	
June	\$1,100.10	\$604.10	(\$496.00)	\$0.00	
July	\$609.29	\$604.10	(\$5.19)	\$0.00	
August	\$425.36	\$604.10	\$178.74	\$178.74	
September	\$606.88	\$604.10	(\$2.78)	\$0.00	
October	\$544.99	\$604.10	\$59.11	\$59.11	
November	\$621.54	\$604.10	(\$17.44)	\$0.00	
December	\$788.96	\$604.10	(\$184.86)	\$0.00	\$854.61

	PAID	Guarantee	Formula	MONEY OWED	
1971					
January	\$665.04	\$604.10	(\$60.94)	\$0.00	
February	\$630.59	\$604.10	(\$26.49)	\$0.00	
March	\$626.16	\$604.10	(\$22.06)	\$0.00	
April	\$648.23	\$604.10	(\$44.13)	\$0.00	
May	\$580.57	\$604.10	\$23.53	\$23.53	
June	\$689.74	\$604.10	(\$85.64)	\$0.00	
July	\$439.29	\$604.10	\$164.81	\$164.81	
August	\$277.95	\$604.10	\$326.15	\$326.15	
September	\$334.40	\$604.10	\$269.70	\$269.70	
October	\$136.92	\$604.10	\$467.18	\$467.18	
November	\$279.89	\$604.10	\$324.21	\$324.21	
December	\$205.38	\$604.10	\$398.72	\$398.72	\$1,974.30

PCC03304

JOSEPH D. GASTONY  
SS#: 272-03-5768

GUARANTEED \$604.10 MONTHLY

TOTALS

1972	PAID	Guarantee	Formula	MONEY OWED	
January	\$34.23	\$604.10	\$569.87	\$569.87	
February	\$546.72	\$604.10	\$57.38	\$57.38	
March	\$301.32	\$604.10	\$302.78	\$302.78	
April	\$563.49	\$604.10	\$40.61	\$40.61	
May	\$704.03	\$604.10	(\$99.93)	\$0.00	
June	\$714.60	\$604.10	(\$110.50)	\$0.00	
July	\$588.84	\$604.10	\$15.26	\$15.26	
August	\$359.41	\$604.10	\$244.69	\$244.69	
September	\$596.00	\$604.10	\$8.10	\$8.10	
October	\$1,022.71	\$604.10	(\$418.61)	\$0.00	
November	\$323.51	\$604.10	\$280.59	\$280.59	
December	\$41.02	\$604.10	\$563.08	\$563.08	\$2,082.36

1973	PAID	Guarantee	Formula	MONEY OWED	
January	\$415.15	\$604.10	\$188.95	\$188.95	
February	\$743.13	\$604.10	(\$139.03)	\$0.00	
March	\$817.83	\$604.10	(\$213.73)	\$0.00	
April	\$624.79	\$604.10	(\$20.69)	\$0.00	
May	\$841.12	\$604.10	(\$237.02)	\$0.00	
June	\$660.09	\$604.10	(\$55.99)	\$0.00	
July	\$724.92	\$604.10	(\$120.82)	\$0.00	
August	\$399.02	\$604.10	\$205.08	\$205.08	
September	\$439.26	\$604.10	\$164.84	\$164.84	
October	\$220.10	\$604.10	\$384.00	\$384.00	
November	\$1,076.75	\$604.10	(\$472.65)	\$0.00	\$942.87

\*\*\*\*\*  
GRAND TOTAL \$9,958.86  
\*\*\*\*\*

COMMENTS: Retired October 18, 1973.

PCC03305

GEORGE A. GENTILE  
SS#: 713-14-2366

GUARANTEED \$377.17 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1968					
February	\$0.00	\$377.17	\$377.17	\$377.17	
March	\$0.00	\$377.17	\$377.17	\$377.17	
April	\$0.00	\$377.17	\$377.17	\$377.17	
May	\$0.00	\$377.17	\$377.17	\$377.17	
June	\$0.00	\$377.17	\$377.17	\$377.17	
July	\$0.00	\$377.17	\$377.17	\$377.17	
August	\$0.00	\$377.17	\$377.17	\$377.17	
September	\$0.00	\$377.17	\$377.17	\$377.17	
October	\$0.00	\$377.17	\$377.17	\$377.17	
November	\$0.00	\$377.17	\$377.17	\$377.17	
December	\$0.00	\$377.17	\$377.17	\$377.17	\$4,148.87

	PAID	Guarantee	Formula	MONEY OWED	
1969					
January	\$0.00	\$377.17	\$377.17	\$377.17	
February	\$0.00	\$377.17	\$377.17	\$377.17	
March	\$13.00	\$377.17	\$364.17	\$364.17	
April	\$0.00	\$377.17	\$377.17	\$377.17	
May	\$0.00	\$377.17	\$377.17	\$377.17	
June	\$0.00	\$377.17	\$377.17	\$377.17	
July	\$0.00	\$377.17	\$377.17	\$377.17	
August	\$0.00	\$377.17	\$377.17	\$377.17	
September	\$60.42	\$377.17	\$316.75	\$316.75	
October	\$512.77	\$377.17	(\$135.60)	\$0.00	
November	\$574.57	\$377.17	(\$197.40)	\$0.00	
December	\$848.09	\$377.17	(\$470.92)	\$0.00	\$3,321.11

	PAID	Guarantee	Formula	MONEY OWED	
1970					
January	\$277.25	\$377.17	\$99.92	\$99.92	
February	\$555.63	\$377.17	(\$178.46)	\$0.00	
March	\$404.41	\$377.17	(\$27.24)	\$0.00	
April	\$325.18	\$377.17	\$51.99	\$51.99	
May	\$540.95	\$377.17	(\$163.78)	\$0.00	
June	\$887.19	\$377.17	(\$510.02)	\$0.00	
July	\$600.31	\$377.17	(\$223.14)	\$0.00	
August	\$220.97	\$377.17	\$156.20	\$156.20	
September	\$525.30	\$377.17	(\$148.13)	\$0.00	
October	\$445.97	\$377.17	(\$68.80)	\$0.00	
November	\$181.26	\$377.17	\$195.91	\$195.91	
December	\$515.04	\$377.17	(\$137.87)	\$0.00	\$504.02

	PAID	Guarantee	Formula	MONEY OWED	
1971					
January	\$447.73	\$377.17	(\$70.56)	\$0.00	
February	\$691.67	\$377.17	(\$314.50)	\$0.00	
March	\$333.19	\$377.17	\$43.98	\$43.98	
April	\$377.90	\$377.17	(\$0.73)	\$0.00	
May	\$551.79	\$377.17	(\$174.62)	\$0.00	
June	\$111.24	\$377.17	\$265.93	\$265.93	
July	\$346.16	\$377.17	\$31.01	\$31.01	
August	\$177.34	\$377.17	\$199.83	\$199.83	
September	\$695.51	\$377.17	(\$318.34)	\$0.00	
October	\$591.35	\$377.17	(\$214.18)	\$0.00	
November	\$416.95	\$377.17	(\$39.78)	\$0.00	
December	\$321.28	\$377.17	\$55.89	\$55.89	\$596.64

PCC03334

GEORGE A. GENTILE

SS#: 713-14-2366

GUARANTEED \$377.17 MONTHLY

TOTALS

1972	PAID	Guarantee	Formula	MONEY OWED	
January	\$364.79	\$377.17	\$12.38	\$12.38	
February	\$553.26	\$377.17	(\$176.09)	\$0.00	
March	\$359.86	\$377.17	\$17.31	\$17.31	
April	\$312.95	\$377.17	\$64.22	\$64.22	
May	\$159.58	\$377.17	\$217.59	\$217.59	
June	\$1,016.22	\$377.17	(\$639.05)	\$0.00	
July	\$811.04	\$377.17	(\$433.87)	\$0.00	
August	\$829.77	\$377.17	(\$452.60)	\$0.00	
September	\$358.33	\$377.17	\$18.84	\$18.84	
October	\$379.76	\$377.17	(\$2.59)	\$0.00	
November	\$951.59	\$377.17	(\$574.42)	\$0.00	
December	\$693.02	\$377.17	(\$315.85)	\$0.00	\$330.34

1973	PAID	Guarantee	Formula	MONEY OWED	
January	\$660.85	\$377.17	(\$283.68)	\$0.00	
February	\$864.64	\$377.17	(\$487.47)	\$0.00	
March	\$770.64	\$377.17	(\$393.47)	\$0.00	
April	\$787.71	\$377.17	(\$410.54)	\$0.00	
May	\$264.12	\$377.17	\$113.05	\$113.05	
June	\$37.24	\$377.17	\$339.93	\$339.93	
July	\$0.00	\$377.17	\$377.17	\$377.17	
August	\$88.04	\$377.17	\$289.13	\$289.13	
September	\$867.75	\$377.17	(\$490.58)	\$0.00	
October	\$1,350.09	\$377.17	(\$972.92)	\$0.00	
November	\$957.38	\$377.17	(\$580.21)	\$0.00	
December	\$580.78	\$377.17	(\$203.61)	\$0.00	\$1,119.28

1974	PAID	Guarantee	Formula	MONEY OWED	
January	\$682.50	\$377.17	(\$305.33)	\$0.00	
February	\$886.84	\$377.17	(\$509.67)	\$0.00	
March	\$979.04	\$377.17	(\$601.87)	\$0.00	
April	\$1,298.14	\$377.17	(\$920.97)	\$0.00	
May	\$801.95	\$377.17	(\$424.78)	\$0.00	
June	\$752.94	\$377.17	(\$375.77)	\$0.00	
July	\$487.00	\$377.17	(\$109.83)	\$0.00	
August	\$907.18	\$377.17	(\$530.01)	\$0.00	
September	\$900.68	\$377.17	(\$523.51)	\$0.00	
October	\$1,038.11	\$377.17	(\$660.94)	\$0.00	
November	\$565.65	\$377.17	(\$188.48)	\$0.00	
December	\$701.78	\$377.17	(\$324.61)	\$0.00	\$0.00

1975	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$377.17	\$377.17	\$377.17	
February	\$0.00	\$377.17	\$377.17	\$377.17	
March	\$0.00	\$377.17	\$377.17	\$377.17	
April	\$0.00	\$377.17	\$377.17	\$377.17	
May	\$0.00	\$377.17	\$377.17	\$377.17	
June	\$0.00	\$377.17	\$377.17	\$377.17	
July	\$0.00	\$377.17	\$377.17	\$377.17	
August	\$0.00	\$377.17	\$377.17	\$377.17	
September	\$0.00	\$377.17	\$377.17	\$377.17	
October	\$0.00	\$377.17	\$377.17	\$377.17	
November	\$0.00	\$377.17	\$377.17	\$377.17	
December	\$0.00	\$377.17	\$377.17	\$377.17	\$4,526.04

PCC03335

GEORGE A. GENTILE		GUARANTEED \$377.17 MONTHLY		TOTALS	
SS#: 713-14-2366					
1976	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$377.17	\$377.17	\$377.17	
February	\$0.00	\$377.17	\$377.17	\$377.17	
March	\$0.00	\$377.17	\$377.17	\$377.17	\$1,131.51
					*****
GRAND TOTAL					\$15,677.81
					*****

COMMENTS: Retired November 7, 1978.

PCC03336

GEORGE R. NORRIS  
SS#: 713-18-5105

GUARANTEED \$742.70 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1968					
February	\$0.00	\$742.70	\$742.70	\$742.70	
March	\$0.00	\$742.70	\$742.70	\$742.70	
April	\$0.00	\$742.70	\$742.70	\$742.70	
May	\$0.00	\$742.70	\$742.70	\$742.70	
June	\$113.55	\$742.70	\$629.15	\$629.15	
July	\$111.53	\$742.70	\$631.17	\$631.17	
August	\$0.00	\$742.70	\$742.70	\$742.70	
September	\$0.00	\$742.70	\$742.70	\$742.70	
October	\$109.70	\$742.70	\$633.00	\$633.00	
November	\$110.38	\$742.70	\$632.32	\$632.32	
December	\$29.95	\$742.70	\$712.75	\$712.75	\$7,694.59
1969					
January	\$0.00	\$742.70	\$742.70	\$742.70	
February	\$0.00	\$742.70	\$742.70	\$742.70	
March	\$32.52	\$742.70	\$710.18	\$710.18	
April	\$0.00	\$742.70	\$742.70	\$742.70	
May	\$0.00	\$742.70	\$742.70	\$742.70	
June	\$138.15	\$742.70	\$604.55	\$604.55	
July	\$0.00	\$742.70	\$742.70	\$742.70	
August	\$64.22	\$742.70	\$678.48	\$678.48	
September	\$125.92	\$742.70	\$616.78	\$616.78	
October	\$0.00	\$742.70	\$742.70	\$742.70	
November	\$285.76	\$742.70	\$456.94	\$456.94	
December	\$1,082.36	\$742.70	(\$339.66)	\$0.00	\$7,523.13
1970					
January	\$700.46	\$742.70	\$42.24	\$42.24	
February	\$1,268.96	\$742.70	(\$526.26)	\$0.00	
March	\$407.54	\$742.70	\$335.16	\$335.16	
April	\$295.72	\$742.70	\$446.98	\$446.98	
May	\$508.52	\$742.70	\$234.18	\$234.18	
June	\$782.98	\$742.70	(\$40.28)	\$0.00	
July	\$453.01	\$742.70	\$289.69	\$289.69	
August	\$317.46	\$742.70	\$425.24	\$425.24	
September	\$312.19	\$742.70	\$430.51	\$430.51	
October	\$549.46	\$742.70	\$193.24	\$193.24	
November	\$442.17	\$742.70	\$300.53	\$300.53	
December	\$737.88	\$742.70	\$4.82	\$4.82	\$2,702.59
1971					
January	\$686.78	\$742.70	\$55.92	\$55.92	
February	\$462.94	\$742.70	\$279.76	\$279.76	
March	\$462.29	\$742.70	\$280.41	\$280.41	
April	\$517.77	\$742.70	\$224.93	\$224.93	
May	\$359.02	\$742.70	\$383.68	\$383.68	
June	\$717.64	\$742.70	\$25.06	\$25.06	
July	\$490.11	\$742.70	\$252.59	\$252.59	
August	\$510.60	\$742.70	\$232.10	\$232.10	
September	\$546.73	\$742.70	\$195.97	\$195.97	
October	\$446.36	\$742.70	\$296.34	\$296.34	
November	\$718.30	\$742.70	\$24.40	\$24.40	
December	\$237.20	\$742.70	\$505.50	\$505.50	\$2,756.66

PCC03349



GEORGE R. NORRIS  
SS#: 713-18-5105

GUARANTEED \$742.70 MONTHLY

TOTALS

1972	PAID	Guarantee	Formula	MONEY OWED	
January	\$621.13	\$742.70	\$121.57	\$121.57	
February	\$279.07	\$742.70	\$463.63	\$463.63	
March	\$183.01	\$742.70	\$559.69	\$559.69	
April	\$354.78	\$742.70	\$387.92	\$387.92	
May	\$282.87	\$742.70	\$459.83	\$459.83	
June	\$698.43	\$742.70	\$44.27	\$44.27	
July	\$321.35	\$742.70	\$421.35	\$421.35	
August	\$285.68	\$742.70	\$457.02	\$457.02	
September	\$365.83	\$742.70	\$376.87	\$376.87	
October	\$441.23	\$742.70	\$301.47	\$301.47	
November	\$497.49	\$742.70	\$245.21	\$245.21	
December	\$415.50	\$742.70	\$327.20	\$327.20	\$4,166.03

1973	PAID	Guarantee	Formula	MONEY OWED	
January	\$714.91	\$742.70	\$27.79	\$27.79	
February	\$418.98	\$742.70	\$323.72	\$323.72	
March	\$418.45	\$742.70	\$324.25	\$324.25	
April	\$486.81	\$742.70	\$255.89	\$255.89	
May	\$724.27	\$742.70	\$18.43	\$18.43	
June	\$419.21	\$742.70	\$323.49	\$323.49	
July	\$448.72	\$742.70	\$293.98	\$293.98	
August	\$352.16	\$742.70	\$390.54	\$390.54	
September	\$491.36	\$742.70	\$251.34	\$251.34	
October	\$787.71	\$742.70	(\$45.01)	\$0.00	
November	\$533.12	\$742.70	\$209.58	\$209.58	
December	\$514.45	\$742.70	\$228.25	\$228.25	\$2,647.26

1974	PAID	Guarantee	Formula	MONEY OWED	
January	\$895.10	\$742.70	(\$152.40)	\$0.00	
February	\$575.26	\$742.70	\$167.44	\$167.44	
March	\$717.67	\$742.70	\$25.03	\$25.03	
April	\$882.00	\$742.70	(\$139.30)	\$0.00	
May	\$561.53	\$742.70	\$181.17	\$181.17	
June	\$723.68	\$742.70	\$19.02	\$19.02	
July	\$821.16	\$742.70	(\$78.46)	\$0.00	
August	\$902.14	\$742.70	(\$159.44)	\$0.00	
September	\$858.50	\$742.70	(\$115.80)	\$0.00	
October	\$1,238.27	\$742.70	(\$495.57)	\$0.00	
November	\$858.25	\$742.70	(\$115.55)	\$0.00	
December	\$1,183.36	\$742.70	(\$440.66)	\$0.00	\$392.66

1975	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$742.70	\$742.70	\$742.70	
February	\$0.00	\$742.70	\$742.70	\$742.70	
March	\$0.00	\$742.70	\$742.70	\$742.70	
April	\$0.00	\$742.70	\$742.70	\$742.70	

\*\*\*\*\*  
GRAND TOTAL \$27,882.92  
\*\*\*\*\*

COMMENTS: Retired April 29, 1975 (5/1/75).

PCC03350

CHRIST STEIMLE, JR.

SS#: 288-22-4006

GUARANTEED \$280.22 MONTHLY

TOTALS

1968	PAID	Guarantee	Formula	MONEY OWED	
February	\$0.00	\$280.22	\$280.22	\$280.22	
March	\$0.00	\$280.22	\$280.22	\$280.22	
April	\$0.00	\$280.22	\$280.22	\$280.22	
May	\$0.00	\$280.22	\$280.22	\$280.22	
June	\$0.00	\$280.22	\$280.22	\$280.22	
July	\$0.00	\$280.22	\$280.22	\$280.22	
August	\$0.00	\$280.22	\$280.22	\$280.22	
September	\$0.00	\$280.22	\$280.22	\$280.22	
October	\$0.00	\$280.22	\$280.22	\$280.22	
November	\$0.00	\$280.22	\$280.22	\$280.22	
December	\$0.00	\$280.22	\$280.22	\$280.22	\$3,082.42

1969	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$280.22	\$280.22	\$280.22	
February	\$9.75	\$280.22	\$270.47	\$270.47	
March	\$0.00	\$280.22	\$280.22	\$280.22	
April	\$0.00	\$280.22	\$280.22	\$280.22	
May	\$0.00	\$280.22	\$280.22	\$280.22	
June	\$0.00	\$280.22	\$280.22	\$280.22	
July	\$0.00	\$280.22	\$280.22	\$280.22	
August	\$0.00	\$280.22	\$280.22	\$280.22	
September	\$240.11	\$280.22	\$40.11	\$40.11	
October	\$640.88	\$280.22	(\$360.66)	\$0.00	
November	\$687.71	\$280.22	(\$407.49)	\$0.00	
December	\$1,056.09	\$280.22	(\$775.87)	\$0.00	\$2,272.12

1970	PAID	Guarantee	Formula	MONEY OWED	
January	\$571.36	\$280.22	(\$291.14)	\$0.00	
February	\$732.49	\$280.22	(\$452.27)	\$0.00	
March	\$689.78	\$280.22	(\$409.56)	\$0.00	
April	\$381.18	\$280.22	(\$100.96)	\$0.00	
May	\$119.59	\$280.22	\$160.63	\$160.63	
June	\$142.88	\$280.22	\$137.34	\$137.34	
July	\$31.42	\$280.22	\$248.80	\$248.80	
August	\$43.69	\$280.22	\$236.53	\$236.53	
September	\$60.42	\$280.22	\$219.80	\$219.80	
October	\$578.83	\$280.22	(\$298.61)	\$0.00	
November	\$572.85	\$280.22	(\$292.63)	\$0.00	
December	\$758.22	\$280.22	(\$478.00)	\$0.00	\$1,003.10

1971	PAID	Guarantee	Formula	MONEY OWED	
January	\$588.90	\$280.22	(\$308.68)	\$0.00	
February	\$815.22	\$280.22	(\$535.00)	\$0.00	
March	\$544.83	\$280.22	(\$264.61)	\$0.00	
April	\$350.85	\$280.22	(\$70.63)	\$0.00	
May	\$0.00	\$280.22	\$280.22	\$280.22	
June	\$174.69	\$280.22	\$105.53	\$105.53	
July	\$36.59	\$280.22	\$243.63	\$243.63	
August	\$386.66	\$280.22	(\$106.44)	\$0.00	
September	\$74.65	\$280.22	\$205.57	\$205.57	
October	\$50.89	\$280.22	\$229.33	\$229.33	
November	\$697.55	\$280.22	(\$417.33)	\$0.00	
December	\$0.00	\$280.22	\$280.22	\$280.22	\$1,344.50

PCC03371

CHRIST STEIMLE, JR.

SS#: 288-22-4006

GUARANTEED \$280.22 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1972					
January	\$328.52	\$280.22	(\$48.30)	\$0.00	
February	\$559.72	\$280.22	(\$279.50)	\$0.00	
March	\$469.65	\$280.22	(\$189.43)	\$0.00	
April	\$227.13	\$280.22	\$53.09	\$53.09	
May	\$209.53	\$280.22	\$70.69	\$70.69	
June	\$694.47	\$280.22	(\$414.25)	\$0.00	
July	\$74.09	\$280.22	\$206.13	\$206.13	
August	\$498.89	\$280.22	(\$218.67)	\$0.00	
September	\$172.10	\$280.22	\$108.12	\$108.12	
October	\$176.11	\$280.22	\$104.11	\$104.11	
November	\$526.57	\$280.22	(\$246.35)	\$0.00	
December	\$600.66	\$280.22	(\$320.44)	\$0.00	\$542.14

	PAID	Guarantee	Formula	MONEY OWED	
1973					
January	\$581.71	\$280.22	(\$301.49)	\$0.00	
February	\$744.18	\$280.22	(\$463.96)	\$0.00	
March	\$41.02	\$280.22	\$239.20	\$239.20	
April	\$337.49	\$280.22	(\$57.27)	\$0.00	
May	\$176.08	\$280.22	\$104.14	\$104.14	
June	\$55.02	\$280.22	\$225.20	\$225.20	
July	\$140.14	\$280.22	\$140.08	\$140.08	
August	\$441.98	\$280.22	(\$161.76)	\$0.00	
September	\$660.35	\$280.22	(\$380.13)	\$0.00	
October	\$1,370.29	\$280.22	(\$1,090.07)	\$0.00	
November	\$768.94	\$280.22	(\$488.72)	\$0.00	
December	\$617.23	\$280.22	(\$337.01)	\$0.00	\$708.62

	PAID	Guarantee	Formula	MONEY OWED	
1974					
January	\$653.42	\$280.22	(\$373.20)	\$0.00	
February	\$667.21	\$280.22	(\$386.99)	\$0.00	
March	\$607.89	\$280.22	(\$327.67)	\$0.00	
April	\$734.59	\$280.22	(\$454.37)	\$0.00	
May	\$91.48	\$280.22	\$188.74	\$188.74	
June	\$86.48	\$280.22	\$193.74	\$193.74	
July	\$137.22	\$280.22	\$143.00	\$143.00	
August	\$382.20	\$280.22	(\$101.98)	\$0.00	
September	\$741.38	\$280.22	(\$461.16)	\$0.00	
October	\$856.89	\$280.22	(\$576.67)	\$0.00	
November	\$615.13	\$280.22	(\$334.91)	\$0.00	
December	\$656.93	\$280.22	(\$376.71)	\$0.00	\$525.48

	PAID	Guarantee	Formula	MONEY OWED	
1975					
January	\$0.00	\$280.22	\$280.22	\$280.22	
February	\$0.00	\$280.22	\$280.22	\$280.22	
March	\$0.00	\$280.22	\$280.22	\$280.22	
April	\$0.00	\$280.22	\$280.22	\$280.22	
May	\$0.00	\$280.22	\$280.22	\$280.22	
June	\$0.00	\$280.22	\$280.22	\$280.22	
July	\$0.00	\$280.22	\$280.22	\$280.22	
August	\$0.00	\$280.22	\$280.22	\$280.22	
September	\$0.00	\$280.22	\$280.22	\$280.22	
October	\$0.00	\$280.22	\$280.22	\$280.22	
November	\$0.00	\$280.22	\$280.22	\$280.22	
December	\$0.00	\$280.22	\$280.22	\$280.22	\$3,362.64

PCC03372

CHRIST STEIMLE, JR.  
SS#: 288-22-4006

GUARANTEED \$280.22 MONTHLY

TOTALS

1976	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$280.22	\$280.22	\$280.22	
February	\$0.00	\$280.22	\$280.22	\$280.22	
March	\$0.00	\$280.22	\$280.22	\$280.22	\$840.66

\*\*\*\*\*  
GRAND TOTAL \$13,681.68  
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COMMENTS:

PCC03373

CLARENCE C. TOMCZAK  
SS#: 391-10-5053

GUARANTEED \$835.74 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1968					
February	\$295.77	\$835.74	\$539.97	\$539.97	
March	\$207.55	\$835.74	\$628.19	\$628.19	
April	\$385.45	\$835.74	\$450.29	\$450.29	
May	\$0.00	\$835.74	\$835.74	\$835.74	
June	\$0.00	\$835.74	\$835.74	\$835.74	
July	\$51.74	\$835.74	\$784.00	\$784.00	
August	\$55.76	\$835.74	\$779.98	\$779.98	
September	\$0.00	\$835.74	\$835.74	\$835.74	
October	\$7.65	\$835.74	\$828.09	\$828.09	
November	\$0.00	\$835.74	\$835.74	\$835.74	
December	\$0.00	\$835.74	\$835.74	\$835.74	\$8,189.22
1969					
January	\$0.00	\$835.74	\$835.74	\$835.74	
February	\$2.67	\$835.74	\$833.07	\$833.07	
March	\$0.00	\$835.74	\$835.74	\$835.74	
April	\$0.00	\$835.74	\$835.74	\$835.74	
May	\$0.00	\$835.74	\$835.74	\$835.74	
June	\$0.00	\$835.74	\$835.74	\$835.74	
July	\$40.29	\$835.74	\$795.45	\$795.45	
August	\$0.00	\$835.74	\$835.74	\$835.74	
September	\$0.00	\$835.74	\$835.74	\$835.74	
October	\$0.00	\$835.74	\$835.74	\$835.74	
November	\$0.00	\$835.74	\$835.74	\$835.74	
December	\$881.44	\$835.74	(\$45.70)	\$0.00	\$9,150.18
1970					
January	\$71.24	\$835.74	\$764.50	\$764.50	
February	\$913.02	\$835.74	(\$77.28)	\$0.00	
March	\$725.75	\$835.74	\$109.99	\$109.99	
April	\$1,045.06	\$835.74	(\$209.32)	\$0.00	
May	\$765.19	\$835.74	\$70.55	\$70.55	
June	\$668.98	\$835.74	\$166.76	\$166.76	
July	\$885.03	\$835.74	(\$49.29)	\$0.00	
August	\$802.98	\$835.74	\$32.76	\$32.76	
September	\$492.61	\$835.74	\$343.13	\$343.13	
October	\$856.97	\$835.74	(\$21.23)	\$0.00	
November	\$750.85	\$835.74	\$84.89	\$84.89	
December	\$826.74	\$835.74	\$9.00	\$9.00	\$1,581.58
1971					
January	\$1,148.30	\$835.74	(\$312.56)	\$0.00	
February	\$891.24	\$835.74	(\$55.50)	\$0.00	
March	\$822.38	\$835.74	\$13.36	\$13.36	
April	\$841.59	\$835.74	(\$5.85)	\$0.00	
May	\$581.31	\$835.74	\$254.43	\$254.43	
June	\$561.64	\$835.74	\$274.10	\$274.10	
July	\$733.11	\$835.74	\$102.63	\$102.63	
August	\$639.50	\$835.74	\$196.24	\$196.24	
September	\$683.65	\$835.74	\$152.09	\$152.09	
October	\$821.30	\$835.74	\$14.44	\$14.44	
November	\$1,036.26	\$835.74	(\$200.52)	\$0.00	
December	\$262.48	\$835.74	\$573.26	\$573.26	\$1,580.55

PCC03437

CLARENCE C. TOMCZAK  
SS#: 391-10-5053

GUARANTEED \$835.74 MONTHLY

TOTALS

1972	PAID	Guarantee	Formula	MONEY OWED	
January	\$463.66	\$835.74	\$372.08	\$372.08	
February	\$782.11	\$835.74	\$53.63	\$53.63	
March	\$535.86	\$835.74	\$299.88	\$299.88	
April	\$775.24	\$835.74	\$60.50	\$60.50	
May	\$1,392.07	\$835.74	(\$556.33)	\$0.00	
June	\$1,333.32	\$835.74	(\$497.58)	\$0.00	
July	\$689.05	\$835.74	\$146.69	\$146.69	
August	\$1,030.79	\$835.74	(\$195.05)	\$0.00	
September	\$878.80	\$835.74	(\$43.06)	\$0.00	
October	\$1,203.76	\$835.74	(\$368.02)	\$0.00	
November	\$1,716.08	\$835.74	(\$880.34)	\$0.00	
December	\$1,182.88	\$835.74	(\$347.14)	\$0.00	\$932.78
1973	PAID	Guarantee	Formula	MONEY OWED	
January	\$1,241.39	\$835.74	(\$405.65)	\$0.00	
February	\$1,005.29	\$835.74	(\$169.55)	\$0.00	
March	\$1,018.98	\$835.74	(\$183.24)	\$0.00	
April	\$1,024.82	\$835.74	(\$189.08)	\$0.00	
May	\$1,847.65	\$835.74	(\$1,011.91)	\$0.00	
June	\$1,185.70	\$835.74	(\$349.96)	\$0.00	
July	\$1,116.75	\$835.74	(\$281.01)	\$0.00	
August	\$1,160.30	\$835.74	(\$324.56)	\$0.00	
September	\$1,154.36	\$835.74	(\$318.62)	\$0.00	
October	\$2,072.85	\$835.74	(\$1,237.11)	\$0.00	
November	\$1,119.48	\$835.74	(\$283.74)	\$0.00	
December	\$1,198.92	\$835.74	(\$363.18)	\$0.00	\$0.00
1974	PAID	Guarantee	Formula	MONEY OWED	
January	\$1,498.23	\$835.74	(\$662.49)	\$0.00	
February	\$1,701.05	\$835.74	(\$865.31)	\$0.00	
March	\$1,640.10	\$835.74	(\$804.36)	\$0.00	
April	\$2,488.65	\$835.74	(\$1,652.91)	\$0.00	
May	\$229.33	\$835.74	\$606.41	\$606.41	
June	\$0.00	\$835.74	\$835.74	\$835.74	
July	\$0.00	\$835.74	\$835.74	\$835.74	
August	\$0.00	\$835.74	\$835.74	\$835.74	
September	\$2,086.05	\$835.74	(\$1,250.31)	\$0.00	
October	\$2,176.73	\$835.74	(\$1,340.99)	\$0.00	
November	\$1,748.52	\$835.74	(\$912.78)	\$0.00	
December	\$2,259.53	\$835.74	(\$1,423.79)	\$0.00	\$3,113.63
1975	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$835.74	\$835.74	\$835.74	
February	\$0.00	\$835.74	\$835.74	\$835.74	
March	\$0.00	\$835.74	\$835.74	\$835.74	
April	\$0.00	\$835.74	\$835.74	\$835.74	
May	\$0.00	\$835.74	\$835.74	\$835.74	
June	\$0.00	\$835.74	\$835.74	\$835.74	
July	\$0.00	\$835.74	\$835.74	\$835.74	
August	\$0.00	\$835.74	\$835.74	\$835.74	
September	\$0.00	\$835.74	\$835.74	\$835.74	
October	\$0.00	\$835.74	\$835.74	\$835.74	
November	\$0.00	\$835.74	\$835.74	\$835.74	
December	\$0.00	\$835.74	\$835.74	\$835.74	\$10,028.88

PCC03438

CLARENCE C. TOMCZAK		GUARANTEED \$835.74 MONTHLY		TOTALS
SS#: 391-10-5053				
1976	PAID	Guarantee	Formula	MONEY OWED
January	\$0.00	\$835.74	\$835.74	\$835.74
February	\$0.00	\$835.74	\$835.74	\$835.74
March	\$0.00	\$835.74	\$835.74	\$835.74
				\$2,507.22

\*\*\*\*\*  
 GRAND TOTAL \$37,084.04  
 \*\*\*\*\*

COMMENTS: Retired from service by accepting Separation Allowance.

PCC03439

FRANK C. UHER  
SS#: 286-03-1051

GUARANTEED \$703.03 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1968					
February	\$0.00	\$703.03	\$703.03	\$703.03	
March	\$0.00	\$703.03	\$703.03	\$703.03	
April	\$0.00	\$703.03	\$703.03	\$703.03	
May	\$0.00	\$703.03	\$703.03	\$703.03	
June	\$0.00	\$703.03	\$703.03	\$703.03	
July	\$0.00	\$703.03	\$703.03	\$703.03	
August	\$0.00	\$703.03	\$703.03	\$703.03	
September	\$0.00	\$703.03	\$703.03	\$703.03	
October	\$0.00	\$703.03	\$703.03	\$703.03	
November	\$0.00	\$703.03	\$703.03	\$703.03	
December	\$123.75	\$703.03	\$579.28	\$579.28	\$7,609.58
1969					
January	\$71.02	\$703.03	\$632.01	\$632.01	
February	\$114.55	\$703.03	\$588.48	\$588.48	
March	\$0.00	\$703.03	\$703.03	\$703.03	
April	\$0.00	\$703.03	\$703.03	\$703.03	
May	\$158.40	\$703.03	\$544.63	\$544.63	
June	\$0.00	\$703.03	\$703.03	\$703.03	
July	\$68.91	\$703.03	\$634.12	\$634.12	
August	\$31.50	\$703.03	\$671.53	\$671.53	
September	\$0.00	\$703.03	\$703.03	\$703.03	
October	\$37.84	\$703.03	\$665.19	\$665.19	
November	\$449.54	\$703.03	\$253.49	\$253.49	
December	\$602.84	\$703.03	\$100.19	\$100.19	\$6,901.76
1970					
January	\$0.00	\$703.03	\$703.03	\$703.03	
February	\$0.00	\$703.03	\$703.03	\$703.03	
March	\$24.64	\$703.03	\$678.39	\$678.39	
April	\$0.00	\$703.03	\$703.03	\$703.03	
May	\$618.67	\$703.03	\$84.36	\$84.36	
June	\$1,406.85	\$703.03	(\$703.82)	\$0.00	
July	\$950.80	\$703.03	(\$247.77)	\$0.00	
August	\$929.93	\$703.03	(\$226.90)	\$0.00	
September	\$657.36	\$703.03	\$45.67	\$45.67	
October	\$947.58	\$703.03	(\$244.55)	\$0.00	
November	\$556.91	\$703.03	\$146.12	\$146.12	
December	\$1,166.35	\$703.03	(\$463.32)	\$0.00	\$3,063.63
1971					
January	\$945.62	\$703.03	(\$242.59)	\$0.00	
February	\$888.48	\$703.03	(\$185.45)	\$0.00	
March	\$776.77	\$703.03	(\$73.74)	\$0.00	
April	\$250.10	\$703.03	\$452.93	\$452.93	
May	\$428.42	\$703.03	\$274.61	\$274.61	
June	\$734.23	\$703.03	(\$31.20)	\$0.00	
July	\$702.57	\$703.03	\$0.46	\$0.46	
August	\$728.16	\$703.03	(\$25.13)	\$0.00	
September	\$730.85	\$703.03	(\$27.82)	\$0.00	
October	\$751.85	\$703.03	(\$48.82)	\$0.00	
November	\$935.02	\$703.03	(\$231.99)	\$0.00	
December	\$440.90	\$703.03	\$262.13	\$262.13	\$990.13

PCC03492



FRANK C. UHER					
SS#: 286-03-1051					GUARANTEED \$703.03 MONTHLY
					TOTALS
1972	PAID	Guarantee	Formula	MONEY OWED	
January	\$71.28	\$703.03	\$631.75	\$631.75	
February	\$0.00	\$703.03	\$703.03	\$703.03	
March	\$274.66	\$703.03	\$428.37	\$428.37	\$1,763.15
					*****
					GRAND TOTAL \$20,328.25
					*****

COMMENTS: Last worked as a trainman, December 26, 1971.  
Died March 16, 1972.

PCC03493

HARVEY E. DORAN  
SS#: 280-12-9565

GUARANTEED \$381.89 MONTHLY

TOTALS

1968	PAID	Guarantee	Formula	MONEY OWED	
February	\$0.00	\$381.89	\$381.89	\$381.89	
March	\$0.00	\$381.89	\$381.89	\$381.89	
April	\$0.00	\$381.89	\$381.89	\$381.89	
May	\$0.00	\$381.89	\$381.89	\$381.89	
June	\$0.00	\$381.89	\$381.89	\$381.89	
July	\$0.00	\$381.89	\$381.89	\$381.89	
August	\$0.00	\$381.89	\$381.89	\$381.89	
September	\$0.00	\$381.89	\$381.89	\$381.89	
October	\$0.00	\$381.89	\$381.89	\$381.89	
November	\$0.00	\$381.89	\$381.89	\$381.89	
December	\$0.00	\$381.89	\$381.89	\$381.89	\$4,200.79
1969	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$381.89	\$381.89	\$381.89	
February	\$0.00	\$381.89	\$381.89	\$381.89	
March	\$0.00	\$381.89	\$381.89	\$381.89	
April	\$0.00	\$381.89	\$381.89	\$381.89	
May	\$0.00	\$381.89	\$381.89	\$381.89	
June	\$0.00	\$381.89	\$381.89	\$381.89	
July	\$0.00	\$381.89	\$381.89	\$381.89	
August	\$0.00	\$381.89	\$381.89	\$381.89	
September	\$0.00	\$381.89	\$381.89	\$381.89	
October	\$0.00	\$381.89	\$381.89	\$381.89	
November	\$0.00	\$381.89	\$381.89	\$381.89	
December	\$0.00	\$381.89	\$381.89	\$381.89	\$4,582.68
1970	PAID	Guarantee	Formula	MONEY OWED	
January	\$1,333.89	\$381.89	\$0.00	\$0.00	
February	\$463.30	\$381.89	(\$81.41)	\$0.00	
March	\$406.44	\$381.89	(\$24.55)	\$0.00	
April	\$782.07	\$381.89	\$0.00	\$0.00	
May	\$175.10	\$381.89	\$206.79	\$206.79	
June	\$857.24	\$381.89	\$0.00	\$0.00	
July	\$843.95	\$381.89	\$0.00	\$0.00	
August	\$232.36	\$381.89	\$149.53	\$149.53	
September	\$45.14	\$381.89	\$336.75	\$336.75	
October	\$279.95	\$381.89	\$101.94	\$101.94	
November	\$288.25	\$381.89	\$93.64	\$93.64	
December	\$438.00	\$381.89	(\$56.11)	\$0.00	\$888.65
1971	PAID	Guarantee	Formula	MONEY OWED	
January	\$583.55	\$381.89	(\$201.66)	\$0.00	
February	\$890.38	\$381.89	\$0.00	\$0.00	
March	\$707.44	\$381.89	(\$325.55)	\$0.00	
April	\$383.69	\$381.89	(\$1.80)	\$0.00	
May	\$480.56	\$381.89	(\$98.67)	\$0.00	
June	\$0.00	\$381.89	\$381.89	\$381.89	
July	\$66.56	\$381.89	\$315.33	\$315.33	
August	\$33.28	\$381.89	\$348.61	\$348.61	
September	\$0.00	\$381.89	\$381.89	\$381.89	
October	\$0.00	\$381.89	\$381.89	\$381.89	
November	\$0.00	\$381.89	\$381.89	\$381.89	
December	\$35.60	\$381.89	\$346.29	\$346.29	\$2,537.79

PCC03283

HARVEY E. DORAN		GUARANTEED \$381.89 MONTHLY		TOTALS
SS#: 280-12-9565				
1972	PAID	Guarantee	Formula	MONEY OWED
January	\$0.00	\$381.89	\$381.89	\$381.89
February	\$654.19	\$381.89	(\$272.30)	\$0.00
March	\$563.84	\$381.89	(\$181.95)	\$0.00
April	\$383.50	\$381.89	(\$1.61)	\$0.00
May	\$688.66	\$381.89	(\$306.77)	\$0.00
June	\$708.37	\$381.89	(\$326.48)	\$0.00
July	\$249.19	\$381.89	\$132.70	\$132.70
August	\$712.62	\$381.89	(\$330.73)	\$0.00
September	\$120.47	\$381.89	\$261.42	\$261.42
				\$776.01

\*\*\*\*\*  
 GRAND TOTAL \$12,985.92  
 \*\*\*\*\*

COMMENTS: Worked until his death on 8/28/72.

PCC03284

GEORGE A. GENTILE  
SS#: 713-14-2366

GUARANTEED \$377.17 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1968					
February	\$0.00	\$377.17	\$377.17	\$377.17	
March	\$0.00	\$377.17	\$377.17	\$377.17	
April	\$0.00	\$377.17	\$377.17	\$377.17	
May	\$0.00	\$377.17	\$377.17	\$377.17	
June	\$0.00	\$377.17	\$377.17	\$377.17	
July	\$0.00	\$377.17	\$377.17	\$377.17	
August	\$0.00	\$377.17	\$377.17	\$377.17	
September	\$0.00	\$377.17	\$377.17	\$377.17	
October	\$0.00	\$377.17	\$377.17	\$377.17	
November	\$0.00	\$377.17	\$377.17	\$377.17	
December	\$0.00	\$377.17	\$377.17	\$377.17	\$4,148.87
1969					
January	\$0.00	\$377.17	\$377.17	\$377.17	
February	\$0.00	\$377.17	\$377.17	\$377.17	
March	\$13.00	\$377.17	\$364.17	\$364.17	
April	\$0.00	\$377.17	\$377.17	\$377.17	
May	\$0.00	\$377.17	\$377.17	\$377.17	
June	\$0.00	\$377.17	\$377.17	\$377.17	
July	\$0.00	\$377.17	\$377.17	\$377.17	
August	\$0.00	\$377.17	\$377.17	\$377.17	
September	\$60.42	\$377.17	\$316.75	\$316.75	
October	\$512.77	\$377.17	(\$135.60)	\$0.00	
November	\$574.57	\$377.17	(\$197.40)	\$0.00	
December	\$848.09	\$377.17	\$0.00	\$0.00	\$3,321.11
1970					
January	\$277.25	\$377.17	\$99.92	\$99.92	
February	\$555.63	\$377.17	(\$178.46)	\$0.00	
March	\$404.41	\$377.17	(\$27.24)	\$0.00	
April	\$325.18	\$377.17	\$51.99	\$51.99	
May	\$540.95	\$377.17	(\$163.78)	\$0.00	
June	\$887.19	\$377.17	\$0.00	\$0.00	
July	\$600.31	\$377.17	(\$223.14)	\$0.00	
August	\$220.97	\$377.17	\$156.20	\$156.20	
September	\$525.30	\$377.17	(\$148.13)	\$0.00	
October	\$445.97	\$377.17	(\$68.80)	\$0.00	
November	\$181.26	\$377.17	\$195.91	\$195.91	
December	\$515.04	\$377.17	(\$137.87)	\$0.00	\$504.02
1971					
January	\$447.73	\$377.17	(\$70.56)	\$0.00	
February	\$691.67	\$377.17	(\$314.50)	\$0.00	
March	\$333.19	\$377.17	\$43.98	\$43.98	
April	\$377.90	\$377.17	(\$0.73)	\$0.00	
May	\$551.79	\$377.17	(\$174.62)	\$0.00	
June	\$111.24	\$377.17	\$265.93	\$265.93	
July	\$346.16	\$377.17	\$31.01	\$31.01	
August	\$177.34	\$377.17	\$199.83	\$199.83	
September	\$695.51	\$377.17	(\$318.34)	\$0.00	
October	\$591.35	\$377.17	(\$214.18)	\$0.00	
November	\$416.95	\$377.17	(\$39.78)	\$0.00	
December	\$321.28	\$377.17	\$55.89	\$55.89	\$596.64

PCC03342

GEORGE A. GENTILE  
SS#: 713-14-2366

GUARANTEED \$377.17 MONTHLY

TOTALS

1972	PAID	Guarantee	Formula	MONEY OWED	
January	\$364.79	\$377.17	\$12.38	\$12.38	
February	\$553.26	\$377.17	(\$176.09)	\$0.00	
March	\$359.86	\$377.17	\$17.31	\$17.31	
April	\$312.95	\$377.17	\$64.22	\$64.22	
May	\$159.58	\$377.17	\$217.59	\$217.59	
June	\$1,016.22	\$377.17	\$0.00	\$0.00	
July	\$811.04	\$377.17	\$0.00	\$0.00	
August	\$829.77	\$377.17	\$0.00	\$0.00	
September	\$358.33	\$377.17	\$18.84	\$18.84	
October	\$379.76	\$377.17	(\$2.59)	\$0.00	
November	\$951.59	\$377.17	\$0.00	\$0.00	
December	\$693.02	\$377.17	(\$315.85)	\$0.00	\$330.34
1973	PAID	Guarantee	Formula	MONEY OWED	
January	\$660.85	\$377.17	(\$283.68)	\$0.00	
February	\$864.64	\$377.17	\$0.00	\$0.00	
March	\$770.64	\$377.17	\$0.00	\$0.00	
April	\$787.71	\$377.17	\$0.00	\$0.00	
May	\$264.12	\$377.17	\$113.05	\$113.05	
June	\$37.24	\$377.17	\$339.93	\$339.93	
July	\$0.00	\$377.17	\$377.17	\$377.17	
August	\$88.04	\$377.17	\$289.13	\$289.13	
September	\$867.75	\$377.17	\$0.00	\$0.00	
October	\$1,350.09	\$377.17	\$0.00	\$0.00	
November	\$957.38	\$377.17	\$0.00	\$0.00	
December	\$580.78	\$377.17	(\$203.61)	\$0.00	\$1,119.28
1974	PAID	Guarantee	Formula	MONEY OWED	
January	\$682.50	\$377.17	(\$305.33)	\$0.00	
February	\$886.84	\$377.17	\$0.00	\$0.00	
March	\$979.04	\$377.17	\$0.00	\$0.00	
April	\$1,298.14	\$377.17	\$0.00	\$0.00	
May	\$801.95	\$377.17	\$0.00	\$0.00	
June	\$752.94	\$377.17	(\$375.77)	\$0.00	
July	\$487.00	\$377.17	(\$109.83)	\$0.00	
August	\$907.18	\$377.17	\$0.00	\$0.00	
September	\$900.68	\$377.17	\$0.00	\$0.00	
October	\$1,038.11	\$377.17	\$0.00	\$0.00	
November	\$565.65	\$377.17	(\$188.48)	\$0.00	
December	\$701.78	\$377.17	(\$324.61)	\$0.00	\$0.00
1975	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$377.17	\$377.17	\$377.17	
February	\$0.00	\$377.17	\$377.17	\$377.17	
March	\$0.00	\$377.17	\$377.17	\$377.17	
April	\$0.00	\$377.17	\$377.17	\$377.17	
May	\$0.00	\$377.17	\$377.17	\$377.17	
June	\$0.00	\$377.17	\$377.17	\$377.17	
July	\$0.00	\$377.17	\$377.17	\$377.17	
August	\$0.00	\$377.17	\$377.17	\$377.17	
September	\$0.00	\$377.17	\$377.17	\$377.17	
October	\$0.00	\$377.17	\$377.17	\$377.17	
November	\$0.00	\$377.17	\$377.17	\$377.17	
December	\$0.00	\$377.17	\$377.17	\$377.17	\$4,526.04

PCC03343

GEORGE A. GENTILE  
SS#: 713-14-2366

GUARANTEED \$377.17 MONTHLY

TOTALS

1976	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$377.17	\$377.17	\$377.17	
February	\$0.00	\$377.17	\$377.17	\$377.17	
March	\$0.00	\$377.17	\$377.17	\$377.17	
April	\$0.00	\$377.17	\$377.17	\$377.17	
May	\$0.00	\$377.17	\$377.17	\$377.17	
June	\$0.00	\$377.17	\$377.17	\$377.17	
July	\$0.00	\$377.17	\$377.17	\$377.17	
August	\$0.00	\$377.17	\$377.17	\$377.17	
September	\$0.00	\$377.17	\$377.17	\$377.17	
October	\$0.00	\$377.17	\$377.17	\$377.17	
November	\$0.00	\$377.17	\$377.17	\$377.17	
December	\$0.00	\$377.17	\$377.17	\$377.17	\$4,526.04

stop at  
3/31/76

\*\*\*\*\*  
GRAND TOTAL \$19,072.34  
\*\*\*\*\*

COMMENTS: Retired November 7, 1978.

corrected 9-13-90

Sept 69  
April 76

PCC03344

APPENDIX-3286

JACK F. ACREE  
SS#: 293-07-7305

GUARANTEED \$717.30 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1968					
February	\$0.00	\$717.30	\$717.30	\$717.30	
March	\$0.00	\$717.30	\$717.30	\$717.30	
April	\$0.00	\$717.30	\$717.30	\$717.30	
May	\$0.00	\$717.30	\$717.30	\$717.30	
June	\$0.00	\$717.30	\$717.30	\$717.30	
July	\$0.00	\$717.30	\$717.30	\$717.30	
August	\$0.00	\$717.30	\$717.30	\$717.30	
September	\$0.00	\$717.30	\$717.30	\$717.30	
October	\$0.00	\$717.30	\$717.30	\$717.30	
November	\$0.00	\$717.30	\$717.30	\$717.30	
December	\$0.00	\$717.30	\$717.30	\$717.30	\$7,890.30

	PAID	Guarantee	Formula	MONEY OWED	
1969					
January	\$0.00	\$717.30	\$717.30	\$717.30	
February	\$0.00	\$717.30	\$717.30	\$717.30	
March	\$0.00	\$717.30	\$717.30	\$717.30	
April	\$0.00	\$717.30	\$717.30	\$717.30	
May	\$0.00	\$717.30	\$717.30	\$717.30	
June	\$0.00	\$717.30	\$717.30	\$717.30	
July	\$0.00	\$717.30	\$717.30	\$717.30	
August	\$0.00	\$717.30	\$717.30	\$717.30	
September	\$0.00	\$717.30	\$717.30	\$717.30	
October	\$0.00	\$717.30	\$717.30	\$717.30	
November	\$0.00	\$717.30	\$717.30	\$717.30	
December	\$0.00	\$717.30	\$717.30	\$717.30	\$8,607.60

\*\*\*\*\*  
GRAND TOTAL \$16,497.90  
\*\*\*\*\*

COMMENTS: Furloughed, then recalled.  
Never returned to work after 12/10/69.

*again being recalled on 12/13/69*

*Died - July 6, 1982*

*Corrected 9-13-90*

*Jean Take this out to 3/21/76*

*Ray*

PCC03177

APPENDIX-3287

EDWARD J. BENKO  
SS#: 713-14-4349

GUARANTEED \$758.56 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1968					
February	\$0.00	\$758.56	\$758.56	\$758.56	
March	\$31.08	\$758.56	\$727.48	\$727.48	
April	\$0.00	\$758.56	\$758.56	\$758.56	
May	\$0.00	\$758.56	\$758.56	\$758.56	
June	\$0.00	\$758.56	\$758.56	\$758.56	
July	\$0.00	\$758.56	\$758.56	\$758.56	
August	\$51.74	\$758.56	\$706.82	\$706.82	
September	(\$51.74)	\$758.56	\$810.30	\$810.30	
October	\$0.00	\$758.56	\$758.56	\$758.56	
November	\$0.00	\$758.56	\$758.56	\$758.56	
December	\$0.00	\$758.56	\$758.56	\$758.56	\$8,313.08
1969					
January	\$0.00	\$758.56	\$758.56	\$758.56	
February	\$0.00	\$758.56	\$758.56	\$758.56	
March	\$0.00	\$758.56	\$758.56	\$758.56	
April	\$0.00	\$758.56	\$758.56	\$758.56	
May	\$0.00	\$758.56	\$758.56	\$758.56	
June	\$29.36	\$758.56	\$729.20	\$729.20	
July	\$832.46	\$758.56	(\$73.90)	\$0.00	
August	\$573.99	\$758.56	\$184.57	\$184.57	
September	\$557.61	\$758.56	\$200.95	\$200.95	
October	\$510.93	\$758.56	\$247.63	\$247.63	
November	\$403.34	\$758.56	\$355.22	\$355.22	
December	\$476.36	\$758.56	\$282.20	\$282.20	\$5,792.57
1970					
January	\$383.38	\$758.56	\$375.18	\$375.18	
February	\$498.89	\$758.56	\$259.67	\$259.67	
March	\$86.19	\$758.56	\$672.37	\$672.37	
April	\$146.02	\$758.56	\$612.54	\$612.54	
May	\$142.21	\$758.56	\$616.35	\$616.35	
June	\$932.51	\$758.56	(\$173.95)	\$0.00	
July	\$490.23	\$758.56	\$268.33	\$268.33	
August	\$395.29	\$758.56	\$363.27	\$363.27	
September	\$419.88	\$758.56	\$338.68	\$338.68	
October	\$513.85	\$758.56	\$244.71	\$244.71	
November	\$175.64	\$758.56	\$582.92	\$582.92	
December	\$566.01	\$758.56	\$192.55	\$192.55	\$4,526.57
1971					
January	\$797.22	\$758.56	(\$38.66)	\$0.00	
February	\$845.93	\$758.56	(\$87.37)	\$0.00	
March	\$322.53	\$758.56	\$436.03	\$436.03	
April	\$692.97	\$758.56	\$65.59	\$65.59	
May	\$429.35	\$758.56	\$329.21	\$329.21	
June	\$246.85	\$758.56	\$511.71	\$511.71	
July	\$334.08	\$758.56	\$424.48	\$424.48	
August	\$346.71	\$758.56	\$411.85	\$411.85	
September	\$332.80	\$758.56	\$425.76	\$425.76	
October	\$204.40	\$758.56	\$554.16	\$554.16	
November	\$292.15	\$758.56	\$466.41	\$466.41	
December	\$182.52	\$758.56	\$576.04	\$576.04	\$4,201.24

PCC03213



EDWARD J. BENKO  
SS#: 713-14-4349

GUARANTEED \$758.56 MONTHLY

TOTALS

1972	PAID	Guarantee	Formula	MONEY OWED	
January	\$213.64	\$758.56	\$544.92	\$544.92	
February	\$633.12	\$758.56	\$125.44	\$125.44	
March	\$193.27	\$758.56	\$565.29	\$565.29	
April	\$118.26	\$758.56	\$640.30	\$640.30	
May	\$334.63	\$758.56	\$423.93	\$423.93	
June	\$176.96	\$758.56	\$581.60	\$581.60	
July	\$162.91	\$758.56	\$595.65	\$595.65	
August	\$143.95	\$758.56	\$614.61	\$614.61	
September	\$508.98	\$758.56	\$249.58	\$249.58	
October	\$88.52	\$758.56	\$670.04	\$670.04	
November	\$285.44	\$758.56	\$473.12	\$473.12	
December	\$0.00	\$758.56	\$758.56	\$758.56	\$6,243.04

1973	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$758.56	\$758.56	\$758.56	
February	\$0.00	\$758.56	\$758.56	\$758.56	
March	\$0.00	\$758.56	\$758.56	\$758.56	
April	\$0.00	\$758.56	\$758.56	\$758.56	
May	\$604.33	\$758.56	\$154.23	\$154.23	
June	\$80.35	\$758.56	\$678.21	\$678.21	
July	\$166.45	\$758.56	\$592.11	\$592.11	
August	\$139.18	\$758.56	\$619.38	\$619.38	
September	\$116.77	\$758.56	\$641.79	\$641.79	
October	\$234.35	\$758.56	\$524.21	\$524.21	
November	\$131.81	\$758.56	\$626.75	\$626.75	
December	\$131.23	\$758.56	\$627.33	\$627.33	\$7,498.25

1974	PAID	Guarantee	Formula	MONEY OWED	
January	\$229.89	\$758.56	\$528.67	\$528.67	
February	\$70.94	\$758.56	\$687.62	\$687.62	
March	\$150.28	\$758.56	\$608.28	\$608.28	
April	\$421.14	\$758.56	\$337.42	\$337.42	
May	\$191.61	\$758.56	\$566.95	\$566.95	
June	\$391.89	\$758.56	\$366.67	\$366.67	
July	\$218.49	\$758.56	\$540.07	\$540.07	
August	\$158.68	\$758.56	\$599.88	\$599.88	
September	\$0.00	\$758.56	\$758.56	\$758.56	
October	\$45.74	\$758.56	\$712.82	\$712.82	
November	\$167.85	\$758.56	\$590.71	\$590.71	
December	\$121.63	\$758.56	\$636.93	\$636.93	\$6,934.58

1975	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$758.56	\$758.56	\$758.56	
February	\$0.00	\$758.56	\$758.56	\$758.56	
March	\$0.00	\$758.56	\$758.56	\$758.56	
April	\$0.00	\$758.56	\$758.56	\$758.56	
May	\$0.00	\$758.56	\$758.56	\$758.56	
June	\$0.00	\$758.56	\$758.56	\$758.56	
July	\$0.00	\$758.56	\$758.56	\$758.56	
August	\$0.00	\$758.56	\$758.56	\$758.56	
September	\$0.00	\$758.56	\$758.56	\$758.56	
October	\$0.00	\$758.56	\$758.56	\$758.56	
November	\$0.00	\$758.56	\$758.56	\$758.56	
December	\$0.00	\$758.56	\$758.56	\$758.56	\$9,102.72

PCC03214

EDWARD J. BENKO  
SS#: 713-14-4349

GUARANTEED \$758.56 MONTHLY

TOTALS

1976	PAID	Guarantee	Formula	MONEY OWED
January	\$0.00	\$758.56	\$758.56	\$758.56
February	\$0.00	\$758.56	\$758.56	\$758.56
March	\$0.00	\$758.56	\$758.56	\$758.56
April	\$0.00	\$758.56	\$758.56	\$758.56
May	\$0.00	\$758.56	\$758.56	\$758.56
June	\$0.00	\$758.56	\$758.56	\$758.56
July	\$0.00	\$758.56	\$758.56	\$758.56
August	\$0.00	\$758.56	\$758.56	\$758.56
September	\$0.00	\$758.56	\$758.56	\$758.56
October	\$0.00	\$758.56	\$758.56	\$758.56
November	\$0.00	\$758.56	\$758.56	\$758.56
December	\$0.00	\$758.56	\$758.56	\$758.56
				\$9,102.72

stop at  
3/31/76

\*\*\*\*\*  
GRAND TOTAL \$61,714.77  
\*\*\*\*\*

COMMENTS: Retired.

Payroll records for 1975 & 1976  
could not be located.

corrected 9-13-90

KENNETH B. DAY  
SS#: 400-10-6263

GUARANTEED \$780.75 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1968					
February	\$0.00	\$780.75	\$780.75	\$780.75	
March	\$644.40	\$780.75	\$136.35	\$136.35	
April	\$0.00	\$780.75	\$780.75	\$780.75	
May	\$0.00	\$780.75	\$780.75	\$780.75	
June	\$237.66	\$780.75	\$543.09	\$543.09	
July	\$106.27	\$780.75	\$674.48	\$674.48	
August	\$162.89	\$780.75	\$617.86	\$617.86	
September	\$317.43	\$780.75	\$463.32	\$463.32	
October	\$252.29	\$780.75	\$528.46	\$528.46	
November	\$174.56	\$780.75	\$606.19	\$606.19	
December	\$716.18	\$780.75	\$64.57	\$64.57	\$5,976.57
1969					
January	\$227.11	\$780.75	\$553.64	\$553.64	
February	\$92.12	\$780.75	\$688.63	\$688.63	
March	\$284.10	\$780.75	\$496.65	\$496.65	
April	\$0.00	\$780.75	\$780.75	\$780.75	
May	\$529.87	\$780.75	\$250.88	\$250.88	
June	\$81.01	\$780.75	\$699.74	\$699.74	
July	\$204.17	\$780.75	\$576.58	\$576.58	
August	\$221.16	\$780.75	\$559.59	\$559.59	
September	\$857.49	\$780.75	(\$76.74)	\$0.00	
October	\$746.37	\$780.75	\$34.38	\$34.38	
November	\$875.69	\$780.75	(\$94.94)	\$0.00	
December	\$1,627.42	\$780.75	\$0.00	\$0.00	\$4,640.84
1970					
January	\$939.50	\$780.75	(\$158.75)	\$0.00	
February	\$261.86	\$780.75	\$518.89	\$518.89	
March	\$692.38	\$780.75	\$88.37	\$88.37	
April	\$590.30	\$780.75	\$190.45	\$190.45	
May	\$660.08	\$780.75	\$120.67	\$120.67	
June	\$1,015.23	\$780.75	(\$234.48)	\$0.00	
July	\$555.85	\$780.75	\$224.90	\$224.90	
August	\$669.61	\$780.75	\$111.14	\$111.14	
September	\$634.33	\$780.75	\$146.42	\$146.42	
October	\$593.42	\$780.75	\$187.33	\$187.33	
November	\$1,001.79	\$780.75	(\$221.04)	\$0.00	
December	\$1,423.69	\$780.75	(\$642.94)	\$0.00	\$1,588.17
1971					
January	\$985.33	\$780.75	(\$204.58)	\$0.00	
February	\$1,193.95	\$780.75	(\$413.20)	\$0.00	
March	\$648.78	\$780.75	\$131.97	\$131.97	
April	\$925.20	\$780.75	(\$144.45)	\$0.00	
May	\$494.86	\$780.75	\$285.89	\$285.89	
June	\$260.79	\$780.75	\$519.96	\$519.96	
July	\$407.31	\$780.75	\$373.44	\$373.44	
August	\$617.99	\$780.75	\$162.76	\$162.76	
September	\$52.76	\$780.75	\$727.99	\$727.99	
October	\$0.00	\$780.75	\$780.75	\$780.75	
November	\$308.74	\$780.75	\$472.01	\$472.01	
December	\$730.63	\$780.75	\$50.12	\$50.12	\$3,504.89

PCC03269

KENNETH B. DAY  
SS#: 400-10-6263

GUARANTEED \$780.75 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1972					
January	\$297.36	\$780.75	\$483.39	\$483.39	
February	\$415.32	\$780.75	\$365.43	\$365.43	
March	\$494.85	\$780.75	\$285.90	\$285.90	
April	\$513.72	\$780.75	\$267.03	\$267.03	
May	\$594.79	\$780.75	\$185.96	\$185.96	
June	\$680.78	\$780.75	\$99.97	\$99.97	
July	\$503.63	\$780.75	\$277.12	\$277.12	
August	\$463.91	\$780.75	\$316.84	\$316.84	
September	\$870.36	\$780.75	(\$89.61)	\$0.00	
October	\$434.63	\$780.75	\$346.12	\$346.12	
November	\$652.77	\$780.75	\$127.98	\$127.98	
December	\$822.43	\$780.75	(\$41.68)	\$0.00	\$2,755.74

	PAID	Guarantee	Formula	MONEY OWED	
1973					
January	\$649.55	\$780.75	\$131.20	\$131.20	
February	\$214.55	\$780.75	\$566.20	\$566.20	
March	\$0.00	\$780.75	\$780.75	\$780.75	
April	\$2.20	\$780.75	\$778.55	\$778.55	
May	\$273.57	\$780.75	\$507.18	\$507.18	
June	\$44.02	\$780.75	\$736.73	\$736.73	
July	\$132.06	\$780.75	\$648.69	\$648.69	
August	\$348.40	\$780.75	\$432.35	\$432.35	
September	\$337.23	\$780.75	\$443.52	\$443.52	
October	\$588.47	\$780.75	\$192.28	\$192.28	
November	\$624.50	\$780.75	\$156.25	\$156.25	
December	\$593.83	\$780.75	\$186.92	\$186.92	\$5,560.62

	PAID	Guarantee	Formula	MONEY OWED	
1974					
January	\$645.74	\$780.75	\$135.01	\$135.01	
February	\$262.07	\$780.75	\$518.68	\$518.68	
March	\$45.74	\$780.75	\$735.01	\$735.01	
April	\$243.50	\$780.75	\$537.25	\$537.25	
May	\$242.56	\$780.75	\$538.19	\$538.19	
June	\$286.28	\$780.75	\$494.47	\$494.47	
July	\$410.41	\$780.75	\$370.34	\$370.34	
August	\$334.98	\$780.75	\$445.77	\$445.77	
September	\$93.49	\$780.75	\$687.26	\$687.26	
October	\$0.00	\$780.75	\$780.75	\$780.75	
November	\$0.00	\$780.75	\$780.75	\$780.75	
December	\$0.00	\$780.75	\$780.75	\$780.75	\$6,804.23

	PAID	Guarantee	Formula	MONEY OWED	
1975					
January	\$0.00	\$780.75	\$780.75	\$780.75	
February	\$0.00	\$780.75	\$780.75	\$780.75	
March	\$0.00	\$780.75	\$780.75	\$780.75	
April	\$0.00	\$780.75	\$780.75	\$780.75	
May	\$0.00	\$780.75	\$780.75	\$780.75	
June	\$0.00	\$780.75	\$780.75	\$780.75	
July	\$0.00	\$780.75	\$780.75	\$780.75	
August	\$0.00	\$780.75	\$780.75	\$780.75	
September	\$0.00	\$780.75	\$780.75	\$780.75	
October	\$0.00	\$780.75	\$780.75	\$780.75	
November	\$0.00	\$780.75	\$780.75	\$780.75	
December	\$0.00	\$780.75	\$780.75	\$780.75	\$9,369.00

PCC03270

KENNETH B. DAY  
SS#: 400-10-6263

GUARANTEED \$780.75 MONTHLY

TOTALS

1976	PAID	Guarantee	Formula	MONEY OWED
January	\$0.00	\$780.75	\$780.75	\$780.75
February	\$0.00	\$780.75	\$780.75	\$780.75
March	\$0.00	\$780.75	\$780.75	\$780.75
April	\$0.00	\$780.75	\$780.75	\$780.75
May	\$0.00	\$780.75	\$780.75	\$780.75
June	\$0.00	\$780.75	\$780.75	\$780.75
July	\$0.00	\$780.75	\$780.75	\$780.75
August	\$0.00	\$780.75	\$780.75	\$780.75
September	\$0.00	\$780.75	\$780.75	\$780.75
October	\$0.00	\$780.75	\$780.75	\$780.75
November	\$0.00	\$780.75	\$780.75	\$780.75
December	\$0.00	\$780.75	\$780.75	\$780.75

Stop at  
3/31/76.

\$9,369.00

\*\*\*\*\*  
GRAND TOTAL \$49,569.06  
\*\*\*\*\*

COMMENTS: Retired on 12/28/76.

Corrected 9-13-90

PCC03271

APPENDIX-3293

CHRIST STEIMLE, JR.

SS#: 288-22-4006

GUARANTEED \$280.22 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1968					
February	\$0.00	\$280.22	\$280.22	\$280.22	
March	\$0.00	\$280.22	\$280.22	\$280.22	
April	\$0.00	\$280.22	\$280.22	\$280.22	
May	\$0.00	\$280.22	\$280.22	\$280.22	
June	\$0.00	\$280.22	\$280.22	\$280.22	
July	\$0.00	\$280.22	\$280.22	\$280.22	
August	\$0.00	\$280.22	\$280.22	\$280.22	
September	\$0.00	\$280.22	\$280.22	\$280.22	
October	\$0.00	\$280.22	\$280.22	\$280.22	
November	\$0.00	\$280.22	\$280.22	\$280.22	
December	\$0.00	\$280.22	\$280.22	\$280.22	\$3,082.42
1969					
January	\$0.00	\$280.22	\$280.22	\$280.22	
February	\$9.75	\$280.22	\$270.47	\$270.47	
March	\$0.00	\$280.22	\$280.22	\$280.22	
April	\$0.00	\$280.22	\$280.22	\$280.22	
May	\$0.00	\$280.22	\$280.22	\$280.22	
June	\$0.00	\$280.22	\$280.22	\$280.22	
July	\$0.00	\$280.22	\$280.22	\$280.22	
August	\$0.00	\$280.22	\$280.22	\$280.22	
September	\$240.11	\$280.22	\$40.11	\$40.11	
October	\$640.88	\$280.22	(\$360.66)	\$0.00	
November	\$687.71	\$280.22	(\$407.49)	\$0.00	
December	\$1,056.09	\$280.22	(\$775.87)	\$0.00	\$2,272.12
1970					
January	\$571.36	\$280.22	(\$291.14)	\$0.00	
February	\$732.49	\$280.22	(\$452.27)	\$0.00	
March	\$689.78	\$280.22	(\$409.56)	\$0.00	
April	\$381.18	\$280.22	(\$100.96)	\$0.00	
May	\$119.59	\$280.22	\$160.63	\$160.63	
June	\$142.88	\$280.22	\$137.34	\$137.34	
July	\$31.42	\$280.22	\$248.80	\$248.80	
August	\$43.69	\$280.22	\$236.53	\$236.53	
September	\$60.42	\$280.22	\$219.80	\$219.80	
October	\$578.83	\$280.22	(\$298.61)	\$0.00	
November	\$572.85	\$280.22	(\$292.63)	\$0.00	
December	\$758.22	\$280.22	(\$478.00)	\$0.00	\$1,003.10
1971					
January	\$588.90	\$280.22	(\$308.68)	\$0.00	
February	\$815.22	\$280.22	(\$535.00)	\$0.00	
March	\$544.83	\$280.22	(\$264.61)	\$0.00	
April	\$350.85	\$280.22	(\$70.63)	\$0.00	
May	\$0.00	\$280.22	\$280.22	\$280.22	
June	\$174.69	\$280.22	\$105.53	\$105.53	
July	\$36.59	\$280.22	\$243.63	\$243.63	
August	\$386.66	\$280.22	(\$106.44)	\$0.00	
September	\$74.65	\$280.22	\$205.57	\$205.57	
October	\$50.89	\$280.22	\$229.33	\$229.33	
November	\$697.55	\$280.22	(\$417.33)	\$0.00	
December	\$0.00	\$280.22	\$280.22	\$280.22	\$1,344.50

PCC03425

CHRIST STEIMLE, JR.  
SS#: 288-22-4006

GUARANTEED \$280.22 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1972					
January	\$328.52	\$280.22	(\$48.30)	\$0.00	
February	\$559.72	\$280.22	(\$279.50)	\$0.00	
March	\$469.65	\$280.22	(\$189.43)	\$0.00	
April	\$227.13	\$280.22	\$53.09	\$53.09	
May	\$209.53	\$280.22	\$70.69	\$70.69	
June	\$694.47	\$280.22	(\$414.25)	\$0.00	
July	\$74.09	\$280.22	\$206.13	\$206.13	
August	\$498.89	\$280.22	(\$218.67)	\$0.00	
September	\$172.10	\$280.22	\$108.12	\$108.12	
October	\$176.11	\$280.22	\$104.11	\$104.11	
November	\$526.57	\$280.22	(\$246.35)	\$0.00	
December	\$600.66	\$280.22	(\$320.44)	\$0.00	\$542.14
1973					
January	\$581.71	\$280.22	(\$301.49)	\$0.00	
February	\$744.18	\$280.22	(\$463.96)	\$0.00	
March	\$41.02	\$280.22	\$239.20	\$239.20	
April	\$337.49	\$280.22	(\$57.27)	\$0.00	
May	\$176.08	\$280.22	\$104.14	\$104.14	
June	\$55.02	\$280.22	\$225.20	\$225.20	
July	\$140.14	\$280.22	\$140.08	\$140.08	
August	\$441.98	\$280.22	(\$161.76)	\$0.00	
September	\$660.35	\$280.22	(\$380.13)	\$0.00	
October	\$1,370.29	\$280.22	(\$1,090.07)	\$0.00	
November	\$768.94	\$280.22	(\$488.72)	\$0.00	
December	\$617.23	\$280.22	(\$337.01)	\$0.00	\$708.62
1974					
January	\$653.42	\$280.22	(\$373.20)	\$0.00	
February	\$667.21	\$280.22	(\$386.99)	\$0.00	
March	\$607.89	\$280.22	(\$327.67)	\$0.00	
April	\$734.59	\$280.22	(\$454.37)	\$0.00	
May	\$91.48	\$280.22	\$188.74	\$188.74	
June	\$86.48	\$280.22	\$193.74	\$193.74	
July	\$137.22	\$280.22	\$143.00	\$143.00	
August	\$382.20	\$280.22	(\$101.98)	\$0.00	
September	\$741.38	\$280.22	(\$461.16)	\$0.00	
October	\$856.89	\$280.22	(\$576.67)	\$0.00	
November	\$615.13	\$280.22	(\$334.91)	\$0.00	
December	\$656.93	\$280.22	(\$376.71)	\$0.00	\$525.48
1975					
January	\$0.00	\$280.22	\$280.22	\$280.22	
February	\$0.00	\$280.22	\$280.22	\$280.22	
March	\$0.00	\$280.22	\$280.22	\$280.22	
April	\$0.00	\$280.22	\$280.22	\$280.22	
May	\$0.00	\$280.22	\$280.22	\$280.22	
June	\$0.00	\$280.22	\$280.22	\$280.22	
July	\$0.00	\$280.22	\$280.22	\$280.22	
August	\$0.00	\$280.22	\$280.22	\$280.22	
September	\$0.00	\$280.22	\$280.22	\$280.22	
October	\$0.00	\$280.22	\$280.22	\$280.22	
November	\$0.00	\$280.22	\$280.22	\$280.22	
December	\$0.00	\$280.22	\$280.22	\$280.22	\$3,362.64

PCC03426

CHRIST STEIMLE, JR.  
SS#: 288-22-4006

GUARANTEED \$280.22 MONTHLY

TOTALS

1976	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$280.22	\$280.22	\$280.22	
February	\$0.00	\$280.22	\$280.22	\$280.22	
March	\$0.00	\$280.22	\$280.22	\$280.22	840.66
April	\$0.00	\$280.22	\$280.22	\$280.22	
May	\$0.00	\$280.22	\$280.22	\$280.22	
June	\$0.00	\$280.22	\$280.22	\$280.22	
July	\$0.00	\$280.22	\$280.22	\$280.22	
August	\$0.00	\$280.22	\$280.22	\$280.22	
September	\$0.00	\$280.22	\$280.22	\$280.22	
October	\$0.00	\$280.22	\$280.22	\$280.22	
November	\$0.00	\$280.22	\$280.22	\$280.22	
December	\$0.00	\$280.22	\$280.22	\$280.22	\$3,262.64

\*\*\*\*\*  
GRAND TOTAL \$16,263.66  
\*\*\*\*\*

COMMENTS:

13,681.68

PCC03427



CHRIST STEIMLE, JR.

SS#: 288-22-4006

GUARANTEED \$280.22 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1968					
February	\$0.00	\$280.22	\$280.22	\$280.22	
March	\$0.00	\$280.22	\$280.22	\$280.22	
April	\$0.00	\$280.22	\$280.22	\$280.22	
May	\$0.00	\$280.22	\$280.22	\$280.22	
June	\$0.00	\$280.22	\$280.22	\$280.22	
July	\$0.00	\$280.22	\$280.22	\$280.22	
August	\$0.00	\$280.22	\$280.22	\$280.22	
September	\$0.00	\$280.22	\$280.22	\$280.22	
October	\$0.00	\$280.22	\$280.22	\$280.22	
November	\$0.00	\$280.22	\$280.22	\$280.22	
December	\$0.00	\$280.22	\$280.22	\$280.22	\$3,082.42

	PAID	Guarantee	Formula	MONEY OWED	
1969					
January	\$0.00	\$280.22	\$280.22	\$280.22	
February	\$9.75	\$280.22	\$270.47	\$270.47	
March	\$0.00	\$280.22	\$280.22	\$280.22	
April	\$0.00	\$280.22	\$280.22	\$280.22	
May	\$0.00	\$280.22	\$280.22	\$280.22	
June	\$0.00	\$280.22	\$280.22	\$280.22	
July	\$0.00	\$280.22	\$280.22	\$280.22	
August	\$0.00	\$280.22	\$280.22	\$280.22	
September	\$240.11	\$280.22	\$40.11	\$40.11	
October	\$640.88	\$280.22	\$0.00	\$0.00	
November	\$687.71	\$280.22	\$0.00	\$0.00	
December	\$1,056.09	\$280.22	\$0.00	\$0.00	\$2,272.12

	PAID	Guarantee	Formula	MONEY OWED	
1970					
January	\$571.36	\$280.22	\$0.00	\$0.00	
February	\$732.49	\$280.22	\$0.00	\$0.00	
March	\$689.78	\$280.22	\$0.00	\$0.00	
April	\$381.18	\$280.22	(\$100.96)	\$0.00	
May	\$119.59	\$280.22	\$160.63	\$160.63	
June	\$142.88	\$280.22	\$137.34	\$137.34	
July	\$31.42	\$280.22	\$248.80	\$248.80	
August	\$43.69	\$280.22	\$236.53	\$236.53	
September	\$60.42	\$280.22	\$219.80	\$219.80	
October	\$578.83	\$280.22	\$0.00	\$0.00	
November	\$572.85	\$280.22	\$0.00	\$0.00	
December	\$758.22	\$280.22	\$0.00	\$0.00	\$1,003.10

	PAID	Guarantee	Formula	MONEY OWED	
1971					
January	\$588.90	\$280.22	\$0.00	\$0.00	
February	\$815.22	\$280.22	\$0.00	\$0.00	
March	\$544.83	\$280.22	(\$264.61)	\$0.00	
April	\$350.85	\$280.22	(\$70.63)	\$0.00	
May	\$0.00	\$280.22	\$280.22	\$280.22	
June	\$174.69	\$280.22	\$105.53	\$105.53	
July	\$36.59	\$280.22	\$243.63	\$243.63	
August	\$386.66	\$280.22	(\$106.44)	\$0.00	
September	\$74.65	\$280.22	\$205.57	\$205.57	
October	\$50.89	\$280.22	\$229.33	\$229.33	
November	\$697.55	\$280.22	\$0.00	\$0.00	
December	\$0.00	\$280.22	\$280.22	\$280.22	\$1,344.50

PCC03429

APPENDIX-3297

CHRIST STEIMLE, JR.

SS#: 288-22-4006

GUARANTEED \$280.22 MONTHLY

TOTALS

	PAID	Guarantee	Formula	MONEY OWED	
1972					
January	\$328.52	\$280.22	(\$48.30)	\$0.00	
February	\$559.72	\$280.22	(\$279.50)	\$0.00	
March	\$469.65	\$280.22	(\$189.43)	\$0.00	
April	\$227.13	\$280.22	\$53.09	\$53.09	
May	\$209.53	\$280.22	\$70.69	\$70.69	
June	\$694.47	\$280.22	\$0.00	\$0.00	
July	\$74.09	\$280.22	\$206.13	\$206.13	
August	\$498.89	\$280.22	(\$218.67)	\$0.00	
September	\$172.10	\$280.22	\$108.12	\$108.12	
October	\$176.11	\$280.22	\$104.11	\$104.11	
November	\$526.57	\$280.22	(\$246.35)	\$0.00	
December	\$600.66	\$280.22	\$0.00	\$0.00	\$542.14
1973					
January	\$581.71	\$280.22	\$0.00	\$0.00	
February	\$744.18	\$280.22	\$0.00	\$0.00	
March	\$41.02	\$280.22	\$239.20	\$239.20	
April	\$337.49	\$280.22	(\$57.27)	\$0.00	
May	\$176.08	\$280.22	\$104.14	\$104.14	
June	\$55.02	\$280.22	\$225.20	\$225.20	
July	\$140.14	\$280.22	\$140.08	\$140.08	
August	\$441.98	\$280.22	(\$161.76)	\$0.00	
September	\$660.35	\$280.22	\$0.00	\$0.00	
October	\$1,370.29	\$280.22	\$0.00	\$0.00	
November	\$768.94	\$280.22	\$0.00	\$0.00	
December	\$617.23	\$280.22	\$0.00	\$0.00	\$708.62
1974					
January	\$653.42	\$280.22	\$0.00	\$0.00	
February	\$667.21	\$280.22	\$0.00	\$0.00	
March	\$607.89	\$280.22	\$0.00	\$0.00	
April	\$734.59	\$280.22	\$0.00	\$0.00	
May	\$91.48	\$280.22	\$188.74	\$188.74	
June	\$86.48	\$280.22	\$193.74	\$193.74	
July	\$137.22	\$280.22	\$143.00	\$143.00	
August	\$382.20	\$280.22	(\$101.98)	\$0.00	
September	\$741.38	\$280.22	\$0.00	\$0.00	
October	\$856.89	\$280.22	\$0.00	\$0.00	
November	\$615.13	\$280.22	\$0.00	\$0.00	
December	\$656.93	\$280.22	\$0.00	\$0.00	\$525.48
1975					
January	\$0.00	\$280.22	\$280.22	\$280.22	
February	\$0.00	\$280.22	\$280.22	\$280.22	
March	\$0.00	\$280.22	\$280.22	\$280.22	
April	\$0.00	\$280.22	\$280.22	\$280.22	
May	\$0.00	\$280.22	\$280.22	\$280.22	
June	\$0.00	\$280.22	\$280.22	\$280.22	
July	\$0.00	\$280.22	\$280.22	\$280.22	
August	\$0.00	\$280.22	\$280.22	\$280.22	
September	\$0.00	\$280.22	\$280.22	\$280.22	
October	\$0.00	\$280.22	\$280.22	\$280.22	
November	\$0.00	\$280.22	\$280.22	\$280.22	
December	\$0.00	\$280.22	\$280.22	\$280.22	\$3,362.64

PCC03430

CHRIST STEIMLE, JR.  
SS#: 288-22-4006

GUARANTEED \$280.22 MONTHLY

TOTALS

1976	PAID	Guarantee	Formula	MONEY OWED
January	\$0.00	\$280.22	\$280.22	\$280.22
February	\$0.00	\$280.22	\$280.22	\$280.22
March	\$0.00	\$280.22	\$280.22	\$280.22
April	\$0.00	\$280.22	\$280.22	\$280.22
May	\$0.00	\$280.22	\$280.22	\$280.22
June	\$0.00	\$280.22	\$280.22	\$280.22
July	\$0.00	\$280.22	\$280.22	\$280.22
August	\$0.00	\$280.22	\$280.22	\$280.22
September	\$0.00	\$280.22	\$280.22	\$280.22
October	\$0.00	\$280.22	\$280.22	\$280.22
November	\$0.00	\$280.22	\$280.22	\$280.22
December	\$0.00	\$280.22	\$280.22	\$280.22

Stop  
@ 3.31.76

\$3,362.64

\*\*\*\*\*  
GRAND TOTAL \$16,203.66  
\*\*\*\*\*

COMMENTS:

Payroll records for 1975 and 1976  
could not be located.

PCC03431

FRANK C. UHER  
SS#: 286-03-1051

GUARANTEED \$703.03 MONTHLY

TOTALS

1968	PAID	Guarantee	Formula	MONEY OWED	
February	\$0.00	\$703.03	\$703.03	\$703.03	
March	\$0.00	\$703.03	\$703.03	\$703.03	
April	\$0.00	\$703.03	\$703.03	\$703.03	
May	\$0.00	\$703.03	\$703.03	\$703.03	
June	\$0.00	\$703.03	\$703.03	\$703.03	
July	\$0.00	\$703.03	\$703.03	\$703.03	
August	\$0.00	\$703.03	\$703.03	\$703.03	
September	\$0.00	\$703.03	\$703.03	\$703.03	
October	\$0.00	\$703.03	\$703.03	\$703.03	
November	\$0.00	\$703.03	\$703.03	\$703.03	
December	\$123.75	\$703.03	\$579.28	\$579.28	\$7,609.58
1969	PAID	Guarantee	Formula	MONEY OWED	
January	\$71.02	\$703.03	\$632.01	\$632.01	
February	\$114.55	\$703.03	\$588.48	\$588.48	
March	\$0.00	\$703.03	\$703.03	\$703.03	
April	\$0.00	\$703.03	\$703.03	\$703.03	
May	\$158.40	\$703.03	\$544.63	\$544.63	
June	\$0.00	\$703.03	\$703.03	\$703.03	
July	\$68.91	\$703.03	\$634.12	\$634.12	
August	\$31.50	\$703.03	\$671.53	\$671.53	
September	\$0.00	\$703.03	\$703.03	\$703.03	
October	\$37.84	\$703.03	\$665.19	\$665.19	
November	\$449.54	\$703.03	\$253.49	\$253.49	
December	\$602.84	\$703.03	\$100.19	\$100.19	\$6,901.76
1970	PAID	Guarantee	Formula	MONEY OWED	
January	\$0.00	\$703.03	\$703.03	\$703.03	
February	\$0.00	\$703.03	\$703.03	\$703.03	
March	\$24.64	\$703.03	\$678.39	\$678.39	
April	\$0.00	\$703.03	\$703.03	\$703.03	
May	\$618.67	\$703.03	\$84.36	\$84.36	
June	\$1,406.85	\$703.03	\$0.00	\$0.00	
July	\$950.80	\$703.03	(\$247.77)	\$0.00	
August	\$929.93	\$703.03	(\$226.90)	\$0.00	
September	\$657.36	\$703.03	\$45.67	\$45.67	
October	\$947.58	\$703.03	(\$244.55)	\$0.00	
November	\$556.91	\$703.03	\$146.12	\$146.12	
December	\$1,166.35	\$703.03	(\$463.32)	\$0.00	\$3,063.63
1971	PAID	Guarantee	Formula	MONEY OWED	
January	\$945.62	\$703.03	(\$242.59)	\$0.00	
February	\$888.48	\$703.03	(\$185.45)	\$0.00	
March	\$776.77	\$703.03	(\$73.74)	\$0.00	
April	\$250.10	\$703.03	\$452.93	\$452.93	
May	\$428.42	\$703.03	\$274.61	\$274.61	
June	\$734.23	\$703.03	(\$31.20)	\$0.00	
July	\$702.57	\$703.03	\$0.46	\$0.46	
August	\$728.16	\$703.03	(\$25.13)	\$0.00	
September	\$730.85	\$703.03	(\$27.82)	\$0.00	
October	\$751.85	\$703.03	(\$48.82)	\$0.00	
November	\$935.02	\$703.03	(\$231.99)	\$0.00	
December	\$440.90	\$703.03	\$262.13	\$262.13	\$990.13

PCC03498

FRANK C. UHER  
SS#: 286-03-1051

GUARANTEED \$703.03 MONTHLY

TOTALS

1972	PAID	Guarantee	Formula	MONEY OWED	
January	\$71.28	\$703.03	\$631.75	\$631.75	
February	\$0.00	\$703.03	\$703.03	\$703.03	
March	\$0.00	\$703.03	\$703.03	\$703.03	
April	\$0.00	\$703.03	\$703.03	\$703.03	
May	\$0.00	\$703.03	\$703.03	\$703.03	
June	\$274.66	\$703.03	\$428.37	\$428.37	\$3,872.24

Stop at  
2.31.72

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GRAND TOTAL \$22,437.34  
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COMMENTS: Last worked as a trainman, December 26, 1971.

Died March 16, 1972.

Corrected 9-13-90

PCC03499

APPENDIX-3301

## EXHIBIT B

Claimants' Expenses 1969-1998:

Date	Num.	Source Name	Memo	Amount
		Expenses for proceedings prior to 1982 are unavailable		
06-15-82			copies	13.60
06-15-82			long distance	2.80
06-16-82			copies	5.60
09-01-82	1756	William E. Frendenberger		619.95
05-23-83			long distance	.90
12-02-83	2838	William E. Frendenberger		947.83
10-29-85			copies	17.25
05-19-87	2545	Wallace Steffen	arbitrator	1,000.00
05-12-88	3170	Roy Thompson, Jr.	court reporter/transcript	600.00
07-14-88	3263	Roy Thompson, Jr.	court reporter/transcript	384.00
08-30-88	3348	Roy Thompson, Jr.	court reporter/transcript	1,080.00
09-09-88	3362	Fred Blackwell	arbitrator	580.00
09-27-88	3406	Fred Blackwell	arbitrator	125.00
02-08-89	3637	Mehler & Hagestrom	transcript	307.25
03-27-89	3693	Fred Blackwell	arbitrator	250.00
08-29-89	3930	US District Clerk of Courts	filing fee	100.00
09-19-89	3969	Federal Express		12.00
10-05-89	3994	US District Clerk of Courts	filing fee	21.00
10-20-89	4010	Sheraton Hopkins	pre-arbitration meeting	71.80
11-06-89	4001	Wallace Steffen	arbitrator	1,000.00
11-16-89	4045	Fred Blackwell	arbitrator	623.00
01-30-90		Superior Office Supply	supplies for arbitration	44.51
02-08-90	4177	Richard K. Radek	consultant	150.00
02-08-90	4178	Treasurer of the United States	copies from NMB	20.00
02-08-90	4179	Rapid Printing and Copy	copies and dividers	89.02
02-08-90	4180	Rapid Printing an Copy	copies of arb exhibits	117.10
02-15-90	4188	Federal Express		52.00
04-30-90	4293	Wallace Steffen	arbitrator	1,000.00
05-17-90	4309	Federal Express		59.00
06-06-90	4355	Fred Blackwell	arbitrator	600.00
06-06-90	4356	Fred Blackwell	arbitrator	1,602.00
07-12-90	4407	Wallace Steffen	arbitrator	1,468.75
08-03-90	4446	Wallace Steffen	arbitrator	734.88
08-22-90	4350	Federal Express		43.50

09-05-90	4495	Wallace Steffen	arbitrator	367.50
10-05-90	4550	Wallace Steffen	arbitrator	366.25
11-15-90	4595	Wallace Steffen	arbitrator	386.45
11-15-90		Stouffer Hotel	arb. conference room	284.00
12-20-90	4651	Fred Blackwell	arbitrator	500.00
12-20-90	4653	Mehler & Hagestrom	court reporter	645.13
12-28-90	4671	Mehler & Hagestrom	court reporter	2,000.00
10-22-92	5447	Fred Blackwell	arbitrator	2,854.00
10-19-94	6308	Federal Express		13.00
11-14-94	6334	US District Clerk of Courts	filing fee	120.00
12-14-94	6359	Federal Express		21.75
01-17-95	5418	Federal Express		35.50
02-28-95	5478	Sir Speedy	copies	39.29
08-10-95	6651	Federal Express		15.50
08-27-96	7145	US District Clerk of Courts	filing fee	100.00
10-24-96	7213	Federal Express		20.00
11-14-96	7249	Federal Express		13.00
11-14-96	7250	Legal Advantage	Prep/File 6 <sup>th</sup> Circuit brief	184.00
12-30-96	2162	Federal Express		20.00
12-30-96	2169	Cleveland Law Library	case law research copies	36.69
05-01-97	2253	Federal Express		80.44
05-01-97	2254	Sir Speedy		169.07
06-25-97	2272	Sir Speedy		121.62
08-25-97	2278	IKON Office Solutions		749.75
08-28-97	2279	Sir Speedy		248.43
08-30-97			postage	11.59
06-03-98	2319	Cleveland Law Library	case law research copies	55.45

TOTAL	23,201.15
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Date	Num	Source Name	Memo	Amount
<b>Penn-Central</b>				
1/4/1999	2395	Clerk of Courts	Appeal	100.00
2/9/1999	2420	Cleveland Law Library	Penn Central	45.00
2/9/1999	2425	Federal Express	Penn Central	28.50
3/10/1999	2474	Cleveland Law Library	Penn Central	17.00
4/22/1999	2529	Bonnie -Speed Delivery	Penn Central	4.00
4/22/1999	2531	Federal Express	To Nixon	15.25
5/10/1999	2550	Federal Express	Court of Appeals	18.00
5/10/1999	2550	Federal Express	Pepper Hamilton	12.75
5/10/1999	2552	Bonnie -Speed Delivery	Penn Central	4.00
5/27/1999	2561	Open	Locate heirs	447.68
5/27/1999	2563	Troutman Sanders LLP	Invoice Number 130319 Client No. 009...	546.00
5/27/1999	2571	Cleveland Law Library	Penn Central	44.00
6/8/1999	2578	Federal Express	Court of Appeals	16.25
7/14/1999	2616	Federal Express	Kershner	25.00
1/10/2000	2829	Troutman Sanders LLP	Invoice Number 143063 Client No. 009...	252.00
1/31/2000	2851	Cleveland Law Library	case law research and copies	60.80
2/10/2000	2873	Cleveland Law Library	case law research and copies	47.00
2/28/2000	2888	LEGAL ADVANTAGE	PennCentral	146.80
2/28/2000	2890	Troutman Sanders LLP	Invoice Number 147337 Client No. 009...	945.00
2/28/2000	2898	Federal Express	PennCentral	18.00
3/7/2000	2911	Fred Blackwell	Storage	85.00
3/7/2000	2918	Cleveland Law Library	case law research and copies	42.00
4/19/2000	2964	Federal Express	service	18.72
4/19/2000	2972	Bonnie -Speed Delivery	Penn	10.50
5/25/2000	2991	Cleveland Law Library	Caselaw research and copies	44.00
5/25/2000	2996	Federal Express	service	60.32
6/28/2000	3023	Federal Express	Service copies	29.90
7/26/2000	3057	Federal Express	Account Number 1249-2156-2	48.36
9/13/2000	3095	LEGAL ADVANTAGE	PennCentral	2,364.60
12/13/2000	3180	Bonnie -Speed Delivery	delivery	28.00
12/13/2000	3194	LEGAL ADVANTAGE	PennCent copy and files 6thCir Brief	1,941.30
1/29/2001	3218	Bonnie -Speed Delivery	delivery	4.00
1/29/2001	3219	CARLA M. TRICARICHI	Travel expenses Cincinnati	659.00
1/29/2001	3220	Federal Express	Service	29.12
4/27/2001	3307	Surface Transportation Board	Costs Augustus v. STB No. 99-3014	240.00
4/27/2001	3313	Federal Express	Service	15.08
11/15/2006	5133	Clerk of Courts	COPIES	27.90
1/31/2007	5201	Steven H. Steinglass	Statement 7-1-2006 - 12-31-2006	8,400.00
3/13/2007	5228	Cleveland Law Library	caselaw research and copies	197.00
4/12/2007	5240	Cleveland Law Library	caselaw research and copies	154.00
5/10/2007	5257	Steven H. Steinglass	Statement 1-1-07 to 3-31-07	3,937.50
7/25/2007	5318	Clerk of Courts	Probate court filing fees	1,500.00
7/25/2007	5317	Probate Court	Steimle	200.00
7/26/2007	5320	United Transportation Union	Copies	40.00
7/26/2007	5321	Steven H. Steinglass	Statement 4-1-07 - 6-30-07	4,900.00
7/31/2007	5322	Probate Court	Cratalic	200.00
7/31/2007	5323	Probate Court	Doran	200.00
7/31/2007	5324	Probate Court	Bundy	200.00
7/31/2007	5325	Probate Court	Tomczak	200.00
7/31/2007	5326	Probate Court	Acree	200.00
7/31/2007	5327	Probate Court	Sophner	200.00
7/31/2007	5328	Probate Court	Foecking	200.00
8/15/2007	5346	Williams Lea, Inc.	PDF copies expert report	66.48
9/5/2007	5365	Commonwealth of Pennsylvania	Pa Archives Copies	46.50
9/13/2007	5329	Commonwealth of Pennsylvania	Pa Archives Copies	284.50
9/25/2007	5331	Bentley Historical Library	Copies of archived records	12.10
9/27/2007	5379	Bonnie -Speed Delivery	Inv. 0400579	5.46
9/27/2007	5383	Federal Express	Inv. 2-255-23469	37.28
9/27/2007	5386	Probate Court	Benko	129.00
9/27/2007	5387	Probate Court	Feldscher	76.00
9/27/2007	5388	Probate Court	Gastony	129.00
9/27/2007	5389	Probate Court	Gentile	129.00
9/27/2007	5390	Probate Court	McLaughlin	89.00
9/27/2007	5391	Probate Court	Wilger	90.00
9/27/2007	5392	Probate Court	Jarabeck	115.00
10/11/2007	5395	Bentley Historical Library	Copies of archived records	20.00
10/11/2007	5400	Rennillo Court Reporting	Inv. 15054,150479,150505	870.00
10/31/2007	5418	Bonnie -Speed Delivery	Inv. 0402752	5.46
10/31/2007	5420	Federal Express	Inv. 2-307-67004	204.72
10/31/2007	5421	Burke Rosen and Associates	Penn Central	49,050.00
11/15/2007	5426	Bonnie -Speed Delivery	Inv. 0403246	5.46
11/15/2007	5427	Probate Court	Pentz	41.00

Date	Num	Source Name	Memo	Amount
11/15/2007	5433	Federal Express	Inv. 2-372-13838	78.20
12/10/2007	5438	JOAN GUNKLER	Postage	352.38
12/10/2007	5439	SIR SPEEDY	Copies arbitration exhibits	82.38
12/10/2007	5441	Williams Lea Inc.	Inv. 1-07120604	975.94
12/10/2007	5442	Rennillo Court Reporting	151994,152150,152033	2,988.27
12/10/2007	5443	Cleveland Law Library	Caselaw research and copies	278.00
12/10/2007	5447	Bonnie -Speed Delivery	Inv. 0403246	11.12
12/31/2007	5458	Probate Court	McLaughlin	41.00
12/31/2007	5466	Cleveland Law Library	Caselaw research and copies	8.00
12/31/2007	5470	Federal Express	Inv. 1249-2156-2	151.96
12/31/2007	5471	Williams Lea, Inc.	Inv. 1-07112227	257.63
12/31/2007	5472	Rennillo Court Reporting	VOID:	0.00
12/31/2007	5476	Rennillo Court Reporting		3,788.96
2/15/2008	5488	Steven H. Steinglass	Statement Oct - Dec 2007	20,300.00
2/15/2008	5498	Probate Court	Janke	177.00
2/15/2008	5499	Probate Court	Feldsher	10.00
Total Penn-Central				110,076.13
TOTAL				110,076.13

Claimants' Future Estimated Expenses\*:

Date	Num.	Source Name	Memo	Amount
		Dennis Lansdowne	arbitrator	
		Stephen Steinglass	arbitrator	
* Will file supplemental proof of costs when received				
1969-1998				\$ 23,201.15
1999-2008				\$110,076.13
		TOTAL		<u>\$133,277.28</u>